

# **EXHIBIT "A"**

McDOWELL MOUNTAIN  
JUSTICE COURT  
FILED

2015 SEP 29 AM 10:25

**MCCARTHY LAW PLLC**

CANADIAN CORPORATION NEW COUNSEL

Kevin Fallon McCarthy, 011017  
Joon Kee, 028152  
4250 North Drinkwater Blvd, Suite 320  
Scottsdale, AZ 85251  
602-456-8900  
[joon.kee@mccarthylawyer.com](mailto:joon.kee@mccarthylawyer.com)  
Attorneys for Plaintiff(s)

**McDOWELL MOUNTAIN JUSTICE COURT  
MARICOPA COUNTY, STATE OF ARIZONA  
18380 NORTH 40TH STREET, PHOENIX, ARIZONA 85032**

DAVID COLBY AND DIANA COLBY,

Case No.: CC2015 184202

Plaintiffs,

**SUMMONS**

v.

U.S. BANK NATIONAL ASSOCIATION ND,  
EQUIFAX INC., AND TRANSUNION, LLC,

Defendants.

**STATE OF ARIZONA TO:**

— **U.S. BANK NATIONAL ASSOCIATION ND.**

**U.S. BANCORP COMMUNITY DEVELOPMENT CORPORATION**

S/A: C T CORPORATION SYSTEM

3800 NORTH CENTRAL AVE, SUITE 460

PHOENIX, AZ 85012

**EQUIFAX, INC.**

S/A: PRENTICE-HALL CORP SYSTEM

2338 WEST ROYAL PALM ROAD, STE-J

PHOENIX, ARIZONA 85021

**TRANSUNION, LLC**

S/A: PRENTICE-HALL CORP SYSTEM

2338 WEST ROYAL PALM ROAD, STE-J

PHOENIX, ARIZONA 85021

**THE STATE OF ARIZONA TO THE ABOVE-NAMED DEFENDANT(S):**

1. YOU ARE SUMMONED to respond to this complaint by filing a written ANSWER with this Court and by paying the required fee. If you cannot afford to pay the required fee, you may request

1 that the Court either waive or defer the fee.

2 2. If you were served with this summons in the State of Arizona, the Court must receive your  
3 answer within twenty (20) calendar days from the date you were served. If you were served outside  
4 the State of Arizona, the Court must receive your answer within thirty (30) calendar days from the  
5 date you were served. If the last day is a Saturday, Sunday, or legal holiday, you will have until the  
6 next working day to file your answer. When calculating time, do not count the day you were served  
7 with the summons.

8 3. Your answer must be in writing.

9 (a) You may obtain an answer form from this Court.

10 (b) You may also obtain an answer form from the Form section of the Maricopa County  
11 Justice Courts website at <http://justicecourts.maricopa.gov>.

12 4. Provide a copy of your answer to the Plaintiff(s) or to the Plaintiff's attorney in accordance with  
13 JCRCP Rule 120.

14 **5. IF YOU FAIL TO FILE A WRITTEN ANSWER WITH THIS COURT WITHIN THE**  
15 **TIME INDICATED ABOVE, A DEFAULT JUDGMENT MAY BE ENTERED AGAINST**  
16 **YOU.**

17 The name and address of Plaintiff's attorney is:

18 Kevin Fallon McCarthy, Esq.  
19 Joon Kee, Esq.  
20 McCARTHY LAW PLC  
21 4250 North Drinkwater Boulevard, #320  
Scottsdale, Arizona 85251

22 SIGNED AND SEALED this date: \_\_\_\_\_

23 By: \_\_\_\_\_  
24 Deputy Clerk

**NOTICE TO THE DEFENDANT: A LAWSUIT HAS BEEN FILED AGAINST YOU IN JUSTICE COURTS**

You have rights and responsibilities in this lawsuit. Read this notice carefully.

1. In a justice court lawsuit, individuals have a right to represent themselves, or they may hire an attorney to represent them. A family member or a friend may not represent someone in justice court unless the family member or friend is an attorney. A corporation has a right to be represented by an officer of the corporation, and a limited liability company ("LLC") may be represented by a managing member. A corporation or an LLC may also be represented by an attorney. If you represent yourself, you have the responsibility to properly complete your court papers and to file them when they are due. The clerks and staff at the court are not allowed to give you legal advice. If you would like legal advice, you may ask the court for the name and phone number of a local lawyer referral service, the local bar association, or a legal aid organization.

2. You have a responsibility to follow the Justice Court Rules of Civil Procedure ("JCRCP") that apply in your lawsuit. The rules are available in many public libraries, at the courthouse, and online at the Court Rules page of the Arizona Judicial Branch website, at <http://www.azcourts.gov/>, under the "AZ Supreme Court" tab.

3. A "plaintiff" is someone who files a lawsuit against a "defendant." You must file an answer or other response to the plaintiff's complaint in writing and within twenty (20) days from the date you were served with the summons and complaint (or thirty (30) days if you were served out-of-state.) If you do not file an answer within this time, the plaintiff may ask the court to enter a "default" and a "default judgment" against you. Your answer must state your defenses to the lawsuit. Answer forms are available at the courthouse, on the Maricopa County Justice Court website at <http://justicecourts.maricopa.gov/>, and on the Self-Service Center of the Arizona Judicial Branch website at <http://www.azcourts.gov/> under the "Public Services" tab. You may also prepare your answer on a plain sheet of paper, but your answer must include the court location, the case number and the names of the parties. You must provide to the plaintiff a copy of any document that you file with the court, including your answer.

4. You may bring a claim against the plaintiff if you have one. When you file your answer or written response with the court, you may also file your "counterclaim" against the plaintiff.

5. You must pay a filing fee to the court when you file your answer. If you cannot afford to pay a filing fee, you may apply to the court for a fee waiver or deferral, but you must still file your answer on time.

6. You may contact the plaintiff or the plaintiff's attorney and try to reach an agreement to settle the lawsuit. However, until an agreement is reached you must still file your answer and participate in the lawsuit. During the lawsuit, the court may require the parties to discuss settlement.

7. Within forty (40) days after your answer has been filed, you and the plaintiff are required to provide a disclosure statement to each other. The disclosure statement provides information about witnesses and exhibits that will be used in the lawsuit. A party may also learn more about the other side's case through discovery. Read the Justice Court Rules of Civil Procedure for more information about disclosure statements and discovery.

8. The court will notify you of all hearing dates and trial dates. You must appear at the time and place specified in each notice. If you fail to appear at a trial or a hearing, the court may enter a judgment against you. To assure that you receive these notices, you must keep the court informed, in writing, of your current address and telephone number until the lawsuit is over.

**MCCARTHY LAW PLC**  
(LANDSCAPE CONVERSATION, WINE COUNSEL)

Kevin Fallon McCarthy, 011017  
Joon Kee, 028152  
4250 North Drinkwater Blvd, Suite 320  
Scottsdale, AZ 85251  
602-456-8900  
[joon.kee@mccarthyllawyer.com](mailto:joon.kee@mccarthyllawyer.com)  
Attorneys for Plaintiff(s)

MCDOWELL MOUNTAIN  
JUSTICE COURT  
FILED  
2015 SEP 29 AM 10:25

**MCDOWELL MOUNTAIN JUSTICE COURT  
MARICOPA COUNTY, STATE OF ARIZONA  
18380 NORTH 40TH STREET, PHOENIX, ARIZONA 85032**

DAVID COLBY AND DIANA COLBY,

Plaintiffs,

v.

U.S. BANK NATIONAL ASSOCIATION  
ND, EQUIFAX INC., AND TRANSUNION,  
LLC,  
Defendants.

Case No.: *CC2015184202*

**COMPLAINT FOR VIOLATION OF  
FAIR CREDIT REPORTING ACT (15  
U.S.C. § 1681 *et seq.*)**

COMES NOW Plaintiffs, DAVID COLBY AND DIANA COLBY ("Plaintiffs"), by and through counsel undersigned, and for his cause of action against the Defendants above-named alleges as follows:

1. That Plaintiffs are and was, at all times hereinafter mentioned, a resident of Maricopa County, Arizona.

2. That, on information and belief, Defendant, U.S. BANK NATIONAL ASSOCIATION ND. ("USBN") is the parent corporation for all divisions, and at all times relevant hereto was, a corporation registered with the Arizona Corporation Commission as a Foreign Corporation authorized to do business in Arizona under multiple divisions and filings, including U.S. BANCORP COMMUNITY DEVELOPMENT CORPORATION, of which has designated the following registered statutory agent: C T CORPORATION SYSTEM, 3800 N CENTRAL AVE SUITE 460, PHOENIX, AZ 85012.

3. That, on information and belief, Defendant, USBN is, and at all times relevant hereto was, regularly doing business in the State of Arizona.

4. That, on information and belief, Defendant, TRANSUNION LLC. ("TransUnion"),

Colby v. USBN et al.

1 is a credit reporting agency, as defined by FCRA § 1681a(f), licensed to do business in Arizona  
 2 and has designated the following registered statutory agent: PRENTICE-HALL CORP SYSTEM,  
 3 2338 WEST ROYAL PALM ROAD, STE-J, PHOENIX, AZ 85021.

4 5. That, on information and belief, Defendant, TransUnion, is, and at all times relevant  
 5 hereto was, regularly doing business in the State of Arizona.

6 6. That, on information and belief, Defendant, EQUIFAX INC. ("Equifax"), is a credit  
 7 reporting agency, as defined by FCRA § 1681a(f), licensed to do business in Arizona and has  
 8 designated the following registered statutory agent: PRENTICE-HALL CORP SYSTEM, 2338  
 9 WEST ROYAL PALM ROAD, STE-J, PHOENIX, AZ 85021.

10 7. That, on information and belief, Defendant, Equifax, is, and at all times relevant  
 11 hereto was, regularly doing business in the State of Arizona.

12 8. That the Court has jurisdiction over this action pursuant to 15 U.S.C. § 1681p, the  
 13 Fair Credit Reporting Act ("FCRA") and that personal jurisdiction exists over Defendants as they  
 14 had the necessary minimum contacts with the State of Arizona and this suit arises out of their  
 15 specific conduct with Plaintiffs in Arizona. All the actions described in this suit occurred in the  
 16 State of Arizona.

17 9. That the Plaintiffs are consumers and are victims of inaccurate reporting by  
 18 Defendants.

19 10. That on May 7, 2015, USBN sent to Plaintiffs' Counsel via facsimile, a written  
 20 notice that the Plaintiffs' US Bank Home Mortgage ("Account") was paid in full. *See* Exhibit A.

21 11. That USBN is willfully reporting derogatory and inaccurate information about  
 22 Plaintiffs to one or more consumer reporting agencies ("CRAs"), by continuing to report a balance  
 23 on this Account, as defined by 15 U.S.C. § 1681a.

24 12. The Defendant CRAs, Equifax and TransUnion (collectively referred to as the  
 25 "Defendant CRAs") are willfully reporting derogatory and inaccurate information about Plaintiffs  
 26 to third-parties.

27 13. Plaintiffs have sent written disputes regarding the accuracy of the derogatory  
 28 information reported by USBN to the Defendant CRAs and by the Defendant CRAs to third-parties

1 (the "Dispute Letters"). See Exhibits B-E, Dispute Letters.

2 14. Defendant USBN willfully failed to correct the inaccurate reporting of the account  
3 to the Defendant CRAs in violation of FCRA § 1681s-2 and to the detriment of the consumer  
4 Plaintiffs. See Exhibits F-I, Responses to Dispute Letters.

5 15. Defendant CRAs have failed to correct the inaccurate reporting of the account in  
6 violation of FCRA § 1681i and to the detriment of the consumer Plaintiffs. See Exhibits F-I.

7 16. Defendant CRAs willfully failed to maintain reasonable procedures to assure  
8 maximum accuracy of the information contained in Plaintiffs' credit report, in clear violation of  
9 FCRA § 1681e.

10 17. The foregoing acts and omissions of the Defendants constitute unacceptable  
11 violations of the FCRA.

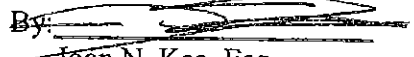
12 18. As a result of the foregoing, Plaintiffs have suffered damages in an amount to be  
13 shown at trial but not exceeding \$10,000.00.

14 WHEREFORE, Plaintiffs seek a reasonable and fair judgment against Defendants for their  
15 willful noncompliance of the Fair Credit Reporting Act and seeks their statutory remedies as  
16 defined by 15 U.S.C. § 1681n and demands:

- 17 1. Actual damages to be proven at trial, or statutory damages pursuant to 15 U.S.C. §  
18 1681n(1)(A), of not less than \$100 and not more than \$1,000 per violation;
- 19 2. Punitive damages, pursuant 15 U.S.C. § 1681n(2), for Defendant's willful violation;
- 20 3. The costs of instituting this action together with reasonable attorney's fees incurred  
21 by Plaintiffs pursuant to 15 U.S.C. § 1681n(3); and
- 22 4. Any further legal and equitable relief as the court may deem just and proper in the  
23 circumstances.

24 Respectfully submitted this 28<sup>th</sup> day of September, 2015.

25 MCCARTHY LAW, PLC

26 By:   
27 Joon N. Kee, Esq.  
Kevin Fallon McCarthy, Esq.  
28 Attorneys for Plaintiffs

# EXHIBIT A



May 07, 2015

David C Colby  
Diana Colby  
14131 W Greenview Cir  
S Litchfield Park AZ 85340

To Whom It May Concern:

The following loan with U. S. Bank Home Mortgage has been paid in full:

Loan Number: [REDACTED] 4535

Mortgagor(s): David C Colby  
Diana Colby

Property Address: 5608 W Gardenia Ave  
Glendale AZ 85301

Paid in Full Date:

Your mortgage documents will automatically be sent to the appropriate Recording Office for release. The recorded Release documents will be returned to you upon receipt.

If your account has an escrow balance, the balance will be refunded in approximately 15 days.

Should you have any questions, please contact our Customer Service Center at 1-800-344-5015 or if you would prefer visit our website at [www.usbankhomemortgage.com](http://www.usbankhomemortgage.com).

Sincerely,

Ashlyn Eaton  
Customer Care Specialist  
Customer Service

CS151-006/JUM

# EXHIBIT B

David C. Colby  
1267 East Sheena Drive  
Phoenix, AZ 85022

August 14, 2015

Equifax Information Services, LLC  
PO Box 740256  
Atlanta, GA 30374

RE: David C. Colby  
1267 East Sheena Drive, Phoenix, AZ 85022  
SS# [REDACTED]  
DOB: [REDACTED]  
Report Date: 8/6/15  
Confirmation # 5718384609

To Whom It May Concern:

Attached are several pages from my credit report reporting debt owed to US Bank for the Account [REDACTED] 4535. This account is incorrectly reporting twice on my report, once with no balance owed and the second time with a balance reporting of \$61,475.00. No monies are currently owed to US Bank.

I am requesting that this account be immediately corrected on my credit report to reflect a zero balance.

Regards,  
David C. Colby

Joan

**EQUIFAX**

Printable Version

Save as PDF

**Equifax Credit Report™ for David C. Colby Jr.**

As of: 08/06/2015.

Available until: 09/05/2015

Confirmation #: 5718384609

Report Does Not Update

**Note:** The complete view of your credit report below will only be available during this site visit. You will have free access to your credit report—minus the historical information—for 30 days when you create an account.

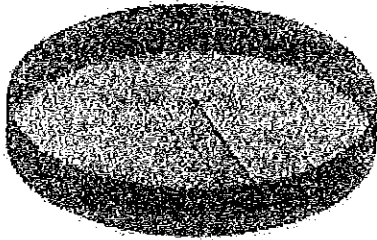
Section Title	Section Description
1. <u>Credit Summary</u>	Summary of account activity
2. <u>Account Information</u>	Detailed account information
3. <u>Inquiries</u>	Companies that have requested or viewed your credit information
4. <u>Negative Information</u>	Bankruptcies, liens, garnishments and other judgments
5. <u>Personal Information</u>	Personal data, addresses, employment history
6. <u>Dispute File Information</u>	How to dispute information found on this credit report
7. <u>Summary of Your Rights Under the FCRA</u>	Summary of Your Rights Under the FCRA
8. <u>Remedying the Effects of Identity Theft</u>	Remedying the Effects of Identity Theft
9. <u>Your Rights Under State Law</u>	Your Rights Under State Law

**Contact Us**

If you would like to initiate your dispute by phone you may contact our dispute center at 866-229-7861. Or you may dispute via US mail by writing to:

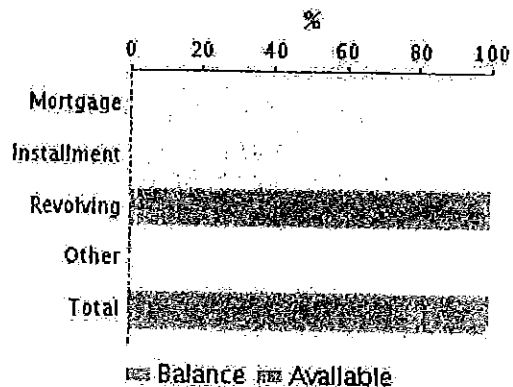
Equifax Information Services, LLC  
PO Box 740256  
Atlanta, GA 30374

### Debt by Account Type



- Mortgage-0% ● Installment-0%
- Revolving-100% ● Other-0%

### Debt to Credit Ratio by Account



### Account Age

Usually, it is a good idea to keep your oldest credit account open, as a high average account age generally demonstrates stability to lenders. Also, especially if you have been managing credit for a short time, opening many new accounts will lower your average account age and may have a negative impact.

Length of Credit History	20 Years, 9 Months
Average Account Age	9 Years, 7 Months
Oldest Account	US BANK (Opened 11/01/1994)
Most Recent Account	SYNCR/CARE CREDIT (Opened 01/06/2012)

### Inquiries - Requests for your Credit History

Numerous inquiries on your credit file for new credit may cause you to appear risky to lenders, so it is usually better to only seek new credit when you need it. Typically, lenders distinguish between inquiries for a single loan and many new loans in part by the length of time over which the inquiries occur. So, when rate shopping for a loan it's a good idea to do it within a focused period of time.

Inquiries in the Last 2 Years	0
Most Recent Inquiry	N/A

### Potentially Negative Information

Late payments, collections and public records can have a negative impact on your credit standing. The more severe and recent they are, the more negative the potential impact might be.

Public Records	0
Negative Accounts	3
Collections	0

### Mortgage Accounts

Mortgage accounts include first mortgages, home equity loans, and any other loans secured by real estate you own.

### Closed Accounts

Account	Account Number	Date	Balance	Days Reported Past	Status	Grade
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Name	Opened	121	Date	Limit
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US BANK	760825030XXX	01/08/2008	\$81,475	08/02/2015	\$81,475	CHARGE-OFF
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US BANK

PO Box 2188  
Oshkosh, WI-549032188  
(800) 331-4738

Account Number:	760825030XXX	Status:	CHARGE-OFF
Account Owner:	Maker	High Credit:	
Type of Account [?]:	Instalment	Credit Limit:	
Term Duration:		Terms Frequency:	
Date Opened:	01/08/2008	Balance:	\$61,475
Date Reported:	08/02/2015	Amount Past Due:	\$61,475
Date of Last Payment:	11/2011	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	N/A
Date Major Delinquency First Reported:	08/2012	Months Reviewed:	36
Creditor Classification:		Activity Designator:	N/A
Charge Off Amount:	\$61,475	Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Second Mortgage
Date of First Delinquency:	12/2011		
Comments:	Charged off account		

## 81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	CO	CO	CO	CO	CO	CO	CO					
2014	CO	CO	CO	CO	CO	CO	CO	CO	CO	CO	CO	CO
2013	CO	CO	CO	CO	CO	CO	CO	CO	CO	CO	CO	CO
2012	NR	NR	NR	NR	NR	NR	NR	CO	CO	CO	CO	CO
2011	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2010	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2009	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2008											NR	NR

## Historical Account Information

	N/A	06/2015	05/2015	04/2015	03/2015	02/2015
Balance		61475	61475	61475	61475	61475
Scheduled Payment Amount						
Actual						

## INDEX

Account Number:	760825030XXXX	Status:	120+ DAYS PAST DUE
Account Owner:	Joint Account	High Credit:	\$63,196
Type of Account [?]:	Mortgage	Credit Limit:	
Term Duration:	15 Years	Terms Frequency:	Monthly (due every month)
Date Opened:	01/08/2008	Balance:	\$0
Date Reported:	07/06/2012	Amount Past Due:	
Date of Last Payment:	11/2011	Actual Payment Amount:	
Scheduled Payment Amount:	\$531	Date of Last Activity:	N/A
Date Major Delinquency First Reported:		Months Reviewed:	53
Creditor Classification:		Activity Designator:	Paid and Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:	06/2012	Type of Loan:	Second Mortgage
Date of First Delinquency:	01/2012		
Comments:	Fixed rate		

[illegible]

# EXHIBIT C



Diane Colby  
1267 East Sheena Drive  
Phoenix, AZ 85022

August 14, 2015

Equifax Information Services, LLC  
PO Box 740256  
Atlanta, GA 30374

RE: Diane Colby  
1267 East Sheena Drive, Phoenix, AZ 85022  
SS# [REDACTED]  
DOB: [REDACTED]  
Report Date: 8/3/15  
Confirmation # 5715298108

To Whom It May Concern:

Attached are several pages from my credit report reporting debt owed to US Bank for the Account [REDACTED] 4535. This account is incorrectly reporting twice on my report, once with no balance owed and the second time with a balance reporting of \$61,475.00. No monies are currently owed to US Bank.

I am requesting that this account be immediately corrected on my credit report to reflect a zero balance.

Regards,  
Diana Colby



Print this Page

Close Window

Save as PDF

## Equifax Credit Report™ for Diana Colby

As of: 08/03/2015

Available until: 09/02/2015

Confirmation #: 5715298108

Report Does Not Update

**Note:** The complete view of your credit report below will only be available during this site visit. You will have free access to your credit report—minus the historical information—for 30 days when you create an account.

Section Title	Section Description
1. <u>Credit Summary</u>	Summary of account activity
2. <u>Account Information</u>	Detailed account information
3. <u>Inquiries</u>	Companies that have requested or viewed your credit information
4. <u>Negative Information</u>	Bankruptcies, liens, garnishments and other judgments
5. <u>Personal Information</u>	Personal data, addresses, employment history
6. <u>Dispute File Information</u>	How to dispute information found on this credit report
7. <u>Summary of Your Rights Under the FCRA</u>	Summary of Your Rights Under the FCRA
8. <u>Remedying the Effects of Identity Theft</u>	Remedying the Effects of Identity Theft
9. <u>Your Rights Under State Law</u>	Your Rights Under State Law

## Contact Us

If you would like to initiate your dispute by phone you may contact our dispute center at 866-229-7861. Or you may dispute via US mail by writing to:

Equifax Information Services, LLC  
PO Box 740256  
Atlanta, GA 30374

Activity Designator						
Comments	Transferred to recovery	Transferred to recovery	Transferred to recovery	Transferred to recovery	Transferred to recovery	Transferred to recovery
Comments	Charged off account	Charged off account	Charged off account	Charged off account	Charged off account	Charged off account

US BANK HOME MTG 760825030XXXX 01/08/2008 \$0 07/05/2012 120+ DAYS PAST DUE

US BANK

12443 Olive Blvd  
Saint Louis, MO-6314.16432  
(800) 365-7772

← reporting from 2 different US Bank Addresses

Account Number:	760825030XXXX	Status:	120+ DAYS PAST DUE
Account Owner:	Joint Account	High Credit:	\$63,196
Type of Account [?]:	Mortgage	Credit Limit:	
Term Duration:	15 Years	Terms Frequency:	Monthly (due every month)
Date Opened:	01/08/2008	Balance:	\$0
Date Reported:	07/05/2012	Amount Past Due:	
Date of Last Payment:	11/2011	Actual Payment Amount:	
Scheduled Payment Amount:	\$531	Date of Last Activity:	N/A
Date Major Delinquency First Reported:		Months Reviewed:	53
Creditor Classification:		Activity Designator:	Paid and Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:	06/2012	Type of Loan:	Second Mortgage
Date of First Delinquency:	01/2012		
Comments:	Fixed rate		

US Bank - 2nd  
Last Reported 7/5/2012  
Balance: 0  
Amt Past Due: 0

#### 81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	*	30	60	90	120	150						
2011	NR	NR	NR	NR	NR	NR	NR	*	*	*	*	*
2010	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2009	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2008	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR

WELLS FARGO HOME EQU 6506501605799XXX 05/01/2006 \$0 02/01/2008 PAYS AS AGREED \$50,100

WELLS FARGO HOME EQUITY

DO NOT PAY

Name: US BANK      Opened: 760825030XXXX      Due: 01/08/2008 \$61,475      07/05/2015 \$61,475      Limit: CHARGE-OFF

US BANK

PO Box 2188  
Oshkosh, WI 549032188  
(800) 331-4738

Reporting from 2 different  
US Bank Addresses

Account Number: 760825030XXXX      Status: CHARGE-OFF  
Account Owner: Co-maker      High Credit  
Type of Account: 2      Instalment      Credit Limit  
Term Duration:      Terms Frequency:  
Date Opened: 01/08/2008      Balance: \$61,475  
Date Reported: 07/05/2015      Amount Past Due: \$61,475  
Date of Last Payment: 11/2011      Actual Payment Amount:  
Scheduled Payment Amount:      Date of Last Activity: N/A  
Date Major Delinquency First Reported: 08/2012      Months Reviewed: 35  
Creditor Classification:      Activity Designator: N/A  
Charge Off Amount: \$61,475      Deferred Payment Start Date:  
Balloon Payment Amount:      Balloon Payment Date:  
Date Closed:      Type of Loan: Second Mortgage  
Date of First Delinquency: 12/2011  
Comments: Charged off account

US Bank 2nd  
Last reported  
7/5/2015  
Balance: 61475.00  
Amt Past Due:  
61475.00

## 81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	CO	CO	CO	CO	CO	CO						
2014	CO	CO	CO	CO	CO	CO	CO	CO	CO	CO	CO	CO
2013	CO	CO	CO	CO	CO	CO	CO	CO	CO	CO	CO	CO
2012	NR	NR	NR	NR	NR	NR	NR	CO	CO	CO	CO	CO
2011	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2010	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2009	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2008										NR	NR	NR

## Historical Account Information

CO - Charge off  
NR - Not Reported  
\* - paid as agreed

	N/A	06/2015	* 05/2015	04/2015	03/2015	02/2015
Balance		61475	61475	61475	61475	61475
Scheduled Payment Amount						
Actual						

# EXHIBIT D

David C. Colby  
1267 East Sheena Drive  
Phoenix, AZ 85022

August 14, 2015

Transunion Consumer Relations  
PO Box 2000  
Chester, PA 19022-2000

RE: David C. Colby  
1267 East Sheena Drive, Phoenix, AZ 85022  
SS# [REDACTED]  
DOB: [REDACTED]  
Report Date: 8/6/15  
File # 343451201

To Whom It May Concern:

Attached are several pages from my credit report reporting debt owed to US Bank for the Account [REDACTED] 4535. This account is incorrectly reporting twice on my report, once with no balance owed and the second time with a balance reporting of \$61,475.00. No monies are currently owed to US Bank.

I am requesting that this account be immediately corrected on my credit report to reflect a zero balance.

Regards,  
David C. Colby



Report Created On: 08/06/2015  
File Number: 343451201

## -Begin Credit Report-

**Personal Information**

SSN: XXX-XX-0839  
Your SSN has been masked for your protection.

You have been on our files since 01/01/1982  
Date of Birth: 12/12/1969

Names Reported: DAVID C. COLBY JR

**Addresses Reported:****Address**

14131 W GREENVIEW CIR S, LITCHFIELD PARK, AZ 85340-5022  
22005 126TH SE CT, KENT, WA 98031  
7391 W PIUTE AVE, GLENDALE, AZ 85308-6638  
5608 W GARDENIA AVE, GLENDALE, AZ 85301-1923  
2167 E SHEENA DR, PHOENIX, AZ 85022-4674  
1267 E SHEENA DR, PHOENIX, AZ 85022-4481

**Date Reported**

12/20/2011  
09/01/2002

07/01/2005

09/30/2014

08/26/2014

**Telephone Numbers Reported:**

(823) 242-7711

(623) 934-8072

(623) 934-9272

(206) 630-9403

(823) 451-6736

**Employment Data Reported:****Employer Name**

COSTCO WHOLESALE

**Location**

PHOENIX, AZ

**Position**

MANAGER

**Date Hired**

08/01/1987

**Date Verified**

08/01/2008

**Account Information**

Typically, creditors report any changes made to your account information monthly. This means that some accounts listed below may not reflect the most recent activity until the creditor's next reporting. This information may include things such as balances, payments, dates, remarks, ratings, etc. The key(s) below are provided to help you understand some of the account information that could be reported.

**Ratings Key**

Some creditors report the timeliness of your payments each month in relation to your agreement with them. The ratings in the key below describe the payments that may be reported by your creditors. Please note: Some but not all of these ratings may be present in your credit report.

N/R	X	OK	30	60	90	120	COL	VS	RPO	C/O	FC
Not Reported	Unknown	Current	30 days late	60 days late	90 days late	120+ days late	Collection	Voluntary Surrender	Repo-ssession	Charge Off	Foreclosure

**Remarks Key**

Additionally, some creditors may note your account with comments each month. We refer to these creditor comments as "Remarks". The key below gives the descriptions of the abbreviated remarks contained in your credit file. Any remark containing brackets < > indicates that this remark is considered adverse.

&gt;PRL&lt; UNPAID BALANCE CHARGED OFF

&gt;TTR&lt; TRANSFERRED TO RECOVERY

**Adverse Accounts**

Adverse information typically remains on your credit file for up to 7 years from the date of the delinquency. To help you understand what is generally considered adverse, we have added >brackets< to those items in this report. For your protection, your account numbers have been partially masked, and in some cases scrambled.

US BANK #760825030\*\*\*\*  
PO BOX 2188  
OSHKOSH, WI 54903  
(800) 331-4738

Date Opened:  
Responsibility:

01/08/2008  
Primary Borrower on  
Account  
Installment Account  
SECOND  
MORTGAGE

Date Updated:

Payment Received:  
Last Payment Made:  
Original Charge Off:

07/05/2015  
\$0  
11/08/2011  
\$61,475

Pay Status:  
Terms:  
Date Closed:

>Charged Off<  
\$0 per month  
08/05/2012

Account Type:  
Loan Type:





High Balance: High balance of \$63,196 from 02/2013 to 07/2015  
Estimated month and year that this item will be removed: 11/2018

	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014	10/2014
Balance	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475
Scheduled Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Paid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Past Due	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475
Remarks	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<
Rating	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O

	09/2014	08/2014	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014	01/2014	12/2013
Balance	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$74,099	\$73,539
Scheduled Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Paid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remarks	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>TTR< >PRL<	>TTR< >PRL<
Rating	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O

	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013	03/2013	02/2013
Balance	\$73,081	\$72,643	\$72,083	\$71,635	\$71,187	\$70,627	\$70,179	\$69,731	\$69,171	\$68,723
Scheduled Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Paid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remarks	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<
Rating	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O

	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012
Rating	C/O	C/O	C/O	C/O	C/O	C/O

US BANK #760825030\*\*\*  
MTG SERV TRAM 32-1POB 524  
ST LOUIS, MO 63166  
(800) 672-2657

Date Opened: 01/08/2008  
Responsibility: Joint Account  
Account Type: Mortgage Account  
Loan Type: SECOND MORTGAGE

Balance: \$0  
Date Updated: 06/26/2012  
Payment Received: \$0  
Last Payment Made: 11/08/2011  
High Balance: \$63,196

Pay Status: >Account 120 Days Past Due Date<  
Terms: \$531 per month, paid Monthly for 160 months  
Date Closed: 06/26/2012  
>Maximum Delinquency of 120 days in 05/2012 for \$2,856 and in 06/2012 for \$3,188<





Remarks: CLOSED

Estimated month and year that this item will be removed: 12/2018

	05/2012	04/2012	03/2012	02/2012	01/2012	12/2011	11/2011	10/2011	09/2011	08/2011
Rating	120	90	80		OK	OK	OK	OK	OK	OK

	07/2011	06/2011	05/2011	04/2011	03/2011	02/2011	01/2011	12/2010	11/2010	10/2010
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

	09/2010	08/2010	07/2010	06/2010	05/2010	04/2010	03/2010	02/2010	01/2010	12/2009
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

	11/2009	10/2009	09/2009	08/2009	07/2009	06/2009	05/2009	04/2009	03/2009	02/2009
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

	01/2009	12/2008	11/2008	10/2008	09/2008	08/2008	07/2008	06/2008	05/2008	04/2008
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

	03/2008	02/2008
Rating	OK	OK

# EXHIBIT E

Diane Colby  
1267 East Sheena Drive  
Phoenix, AZ 85022

August 14, 2015

Transunion Consumer Relations  
PO Box 2000  
Chester, PA 19022-2000

RE: Diane Colby  
1267 East Sheena Drive, Phoenix, AZ 85022  
SS# [REDACTED]  
DOB: [REDACTED]  
Report Date: 8/6/15  
File # 338516755

To Whom It May Concern:

Attached are several pages from my credit report reporting debt owed to US Bank for the Account [REDACTED] 4535. This account is incorrectly reporting twice on my report, once with no balance owed and the second time with a balance reporting of \$61,475.00. No monies are currently owed to US Bank.

I am requesting that this account be immediately corrected on my credit report to reflect a zero balance.

Regards,  
Diana Colby

TransUnion®

Report Created On: 08/08/2015  
File Number: 338518755

## -Begin Credit Report-

## Personal Information

SSN: XXX-XX-6544

Your SSN has been masked for your protection.

You have been on our files since 10/01/1981

Date of Birth: 01/26/1981

Names Reported: DIANA L. COLBY and DIANA LYNN LESHER

## Addresses Reported:

## Address

1267 E SHEENA DR, PHOENIX, AZ 85022-4481  
 14131 W GREENVIEW CIR S, LITCHFIELD PARK, AZ 85340-5022  
 5608 W GARDENIA AVE, GLENDALE, AZ 85301-1923  
 7391 W PIUTE AVE, GLENDALE, AZ 85308-5638  
 803 SW 134TH ST, BURien, WA 98148-3140  
 2167 E SHEENA DR, PHOENIX, AZ 85022-4674

## Date Reported

08/28/2014

01/10/2012

07/01/2005

08/01/2001

09/14/2014

## Telephone Numbers Reported:

(823) 451-6738

(623) 242-7711

(480) 293-2123

(623) 934-9072

(823) 382-1340

## Employment Data Reported:

## Employer Name

RETIRED

COSTCO

## Location

PHOENIX, AZ

## Position

AUDIT SUPERVISOR

## Date Hired

06/01/1985

## Date Verified

04/30/2011

08/01/2008

## Account Information

Typically, creditors report any changes made to your account information monthly. This means that some accounts listed below may not reflect the most recent activity until the creditor's next reporting. This information may include things such as balances, payments, dates, remarks, ratings, etc. The key(s) below are provided to help you understand some of the account information that could be reported.

## Rating Key

Some creditors report the timeliness of your payments each month in relation to your agreement with them. The ratings in the key below describe the payments that may be reported by your creditors. Please note: Some but not all of these ratings may be present in your credit report.

N/R	X	OK	EO	60	90	120	COL	VS	RPO	G/O	FC
Not Reported	Unknown	Current	30 days late	60 days late	90 days late	120+ days late	Collection	Voluntary Surrender	Repo-ssession	Charge Off	Foreclosure

## Remarks Key

Additionally, some creditors may notate your account with comments each month. We refer to these creditor comments as 'Remarks'. The key below gives the descriptions of the abbreviated remarks contained in your credit file. Any remark containing brackets > < indicates that this remark is considered adverse.

&gt;PRL&lt; UNPAID BALANCE CHARGED OFF

&gt;TTR&lt; TRANSFERRED TO RECOVERY

## Adverse Accounts

Adverse information typically remains on your credit file for up to 7 years from the date of the delinquency. To help you understand what is generally considered adverse, we have added >brackets< to those items in this report. For your protection, your account numbers have been partially masked, and in some cases scrambled.

US BANK #760825030\*\*\*\*

PO BOX 2188

OSHKOSH, WI 54803

(800) 331-4738

## Date Opened:

01/08/2008

## Responsibility:

Co-Signer on

Account

## Account Type:

Installment Account

## Loan Type:

SECOND

## Date Updated:

07/05/2015

## Payment Received:

\$0

## Last Payment Made:

11/08/2011

## Original ChargeOff:

\$61,475

## Pay Status:

&gt;Charged Off&lt;

## Terms:

\$0 per month

## Date Closed:

08/05/2012



## MORTGAGE

High Balance: High balance of \$63,196 from 02/2013 to 07/2015  
 Estimated month and year that this item will be removed: 11/2018

	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014	10/2014
Balance	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475
Scheduled Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Paid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Past Due	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475
Remarks	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<
Rating	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O

	09/2014	08/2014	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014	01/2014	12/2013
Balance	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$61,475	\$74,099	\$73,539
Scheduled Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Paid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remarks	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>PRL<	>TTR< >PRL<	>TTR< >PRL<
Rating	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O

	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013	03/2013	02/2013
Balance	\$73,091	\$72,643	\$72,083	\$71,635	\$71,187	\$70,627	\$70,179	\$69,731	\$69,171	\$68,723
Scheduled Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Amount Paid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Past Due	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remarks	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<	>TTR< >PRL<
Rating	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O	C/O

	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012
Rating	C/O	C/O	C/O	C/O	C/O	C/O

US BANK #760825030\*\*\*  
 MTG SERV TRAM 32-1POB 524  
 ST LOUIS, MO 63168  
 (800) 872-2657

Date Opened: 01/08/2008  
 Responsibility: Joint Account  
 Account Type: Mortgage Account  
 Loan Type: SECOND MORTGAGE

Balance: \$0  
 Date Updated: 06/26/2012  
 Payment Received: \$0  
 Last Payment Made: 11/08/2011  
 High Balance: \$63,196

Pay Status: >Account 120 Days Past Due Date<  
 Terms: \$531 per month, paid Monthly for 180 months  
 Date Closed: 06/26/2012  
 >Maximum Delinquency of 120 days in 05/2012 for



\$2,656 and in 06/2012 for \$3,168<

Remarks: CLOSED

Estimated month and year that this item will be removed: 12/2018.

	05/2012	04/2012	03/2012	02/2012	01/2012	12/2011	11/2011	10/2011	09/2011	08/2011
Rating	120	90	80		OK	OK	OK	OK	OK	OK
	07/2011	06/2011	05/2011	04/2011	03/2011	02/2011	01/2011	12/2010	11/2010	10/2010
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	09/2010	08/2010	07/2010	06/2010	05/2010	04/2010	03/2010	02/2010	01/2010	12/2009
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	11/2009	10/2009	09/2009	08/2009	07/2009	06/2009	05/2009	04/2009	03/2009	02/2009
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	01/2009	12/2008	11/2008	10/2008	09/2008	08/2008	07/2008	06/2008	05/2008	04/2008
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	03/2008	02/2008								
Rating	OK	OK								

# EXHIBIT F

P. O. Box 105518  
Atlanta, GA 30348



000003946 FOECA0828150229210000 01 000000  
002021160-8597  
David C Colby  
12671 E Sheena Dr  
Phoenix, AZ 85022

Wrong address

# EQUIFAX

**CREDIT FILE: August 26, 2015**  
**Confirmation # 5236004937**

Dear David C Colby:

Below are the results of your reinvestigation request and, as applicable, any revisions to your credit file. If you have additional questions regarding the reinvestigated items, please contact the source of that information directly. You may also contact Equifax regarding the specific information contained within this letter or report within the next 60 days by visiting us at [www.investigate.equifax.com](http://www.investigate.equifax.com) or by calling a Customer Representative at (888) 425-7961 from 9:00am to 5:00pm Monday-Friday in your time zone.

For an added convenience, use one of the below options to start an investigation or check the status of your dispute. Please note, when you provide documents, including a letter, to Equifax as part of your dispute, the documents may be submitted to one or more companies whose information are the subject of your dispute.

Visit us at [www.equifax.com/CreditReportAssistance](http://www.equifax.com/CreditReportAssistance) or Call us at 866-349-5186.

Thank you for giving Equifax the opportunity to serve you.

## The Results Of Our Reinvestigation

>>> We have reviewed the current address. The results are: The current address has been added/updated per the information you have supplied. 12671 E Sheena Dr Phoenix AZ 85022

## Credit Account Information

(For your security, the last 4 digits of account number(s) have been replaced by /)  
(This section includes open and closed accounts reported by credit grantors)

Account History	1 : 30-59 Days Past Due	5 : 150-179 Days Past Due	J : Voluntary Surrender
Status Code	2 : 60-89 Days Past Due	6 : 180 or More Days Past Due	K : Repossession
Descriptions	3 : 90-119 Days Past Due	G : Collection Account	L : Charge Off
	4 : 120-149 Days Past Due	H : Foreclosure	

>>> We have researched the credit account. Account # - 750825030\* The results are: We verified that this item belongs to you. Additional information has been provided from the original source regarding this item. If you have additional questions about this item please contact: US Bank, 12443 Olive Blvd, Saint Louis MO 63141-6432 Phone: (800) 365-7772

( Continued On Next Page )

Page 1 of 2

5236004937APPLADM-002021160-8597 -11243



US Bank PO Box 2188 Oshkosh WI 54903-2188 (800) 331-4738														
Account Number	760825030*	Date Opened	01/01/2008	High Credit	\$0	Credit Limit	\$0	Terms Duration	Monthly	Terms Frequency	Months Revd	Activity Designator	Creditor Classification	
Items As of	Balance	Amount	Date of	Actual	Scheduled	Date of 1st	Charge Off	Date Mtd	Del. 1st Paid	Del. 1st Paid	Charge Off	Deferred Pay	Deferred Pay	Date
Date Reported	08/26/2015	\$61,475	11/2011	\$0	\$0	12/2011		08/2012	\$61,475			Start Date	Amount	Closed
Status - Charge Off; Type of Account - Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Charged Off Account; Second Mortgage; Fixed Rate;														
Account History														
with Status Codes														
	L	L	L	L	L	L	L	L	L	L	L	L	L	L
	L	L	L	L	L	L	L	L	L	L	L	L	L	L

>>> We have researched the credit account. Account # - 760825030\*. The results are: We verified that this item belongs to you. Additional information has been provided from the original source regarding this item: Historical account information was deleted from this account. If you have additional questions about this item please contact: US Bank, PO Box 2188, OSHKOSH WI 54903-2188 Phone: (800) 331-4738

US Bank PO Box 2188 Oshkosh WI 54903-2188 (800) 331-4738														
Account Number	760825030*	Date Opened	01/01/2008	High Credit	\$0	Credit Limit	\$0	Terms Duration	Monthly	Terms Frequency	Months Revd	Activity Designator	Creditor Classification	
Items As of	Balance	Amount	Date of	Actual	Scheduled	Date of 1st	Charge Off	Date Mtd	Del. 1st Paid	Del. 1st Paid	Charge Off	Deferred Pay	Deferred Pay	Date
Date Reported	08/26/2015	\$61,475	11/2011	\$0	\$0	12/2011		08/2012	\$61,475			Start Date	Amount	Closed
Status - Charge Off; Type of Account - Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Charged Off Account; Second Mortgage; Fixed Rate;														
Account History														
with Status Codes														
	L	L	L	L	L	L	L	L	L	L	L	L	L	L
	L	L	L	L	L	L	L	L	L	L	L	L	L	L

### Notice to Consumers

You may request a description of the procedure used to determine the accuracy and completeness of the information, including the business name and address of the furnisher of information contacted, and if reasonably available the telephone number.

If the reinvestigation does not resolve your dispute, you have the right to add a statement to your credit file disputing the accuracy or completeness of the information; the statement should be brief and may be limited to not more than one hundred words (two hundred words for Maine residents) explaining the nature of your dispute.

If the reinvestigation results in the deletion of disputed information, or you submit a statement in accordance with the preceding paragraph, you have the right to request that we send your revised credit file to any company specifically designated by you that received your credit report in the past six months (twelve months for California, Colorado, Maryland, New Jersey and New York residents) for any purpose or in the past two years for employment purposes.

# EXHIBIT G

P. O. Box 105518  
Atlanta, GA 30348

000000782 F0ECA0828150229210000 01 000000  
002021160-8598  
Diana Colby  
1267 E Sheena Dr  
Phoenix, AZ 85022-4481

# EQUIFAX

**CREDIT FILE : August 27, 2015**  
**Confirmation # 5236051327**

Dear Diana Colby:

Below are the results of your reinvestigation request and, as applicable, any revisions to your credit file. If you have additional questions regarding the reinvestigated items, please contact the source of that information directly. You may also contact Equifax regarding the specific information contained within this letter or report within the next 60 days by visiting us at [www.investigate.equifax.com](http://www.investigate.equifax.com) or by calling a Customer Representative at (888) 425-7961 from 9:00am to 5:00pm Monday-Friday in your time zone.

For an added convenience, use one of the below options to start an investigation or check the status of your dispute. Please note, when you provide documents, including a letter, to Equifax as part of your dispute, the documents may be submitted to one or more companies whose information are the subject of your dispute.

Visit us at [www.equifax.com/CreditReportAssistance](http://www.equifax.com/CreditReportAssistance) or Call us at 866-349-5186.

Thank you for giving Equifax the opportunity to serve you.

## The Results Of Our Reinvestigation

### Credit Account Information

(For your security the last 4 digits of account number(s) have been replaced by X)  
(This section includes open and closed accounts reported by credit grantors)

Account History Status Code Descriptions	1 : 30-59 Days Past Due 2 : 60-89 Days Past Due 3 : 90-119 Days Past Due 4 : 120-149 Days Past Due	5 : 150-179 Days Past Due 6 : 180 or More Days Past Due G : Collection Account H : Foreclosure	J : Voluntary Surrender K : Repossession L : Charge Off
--	---	---	---

>>> We have researched the credit account. Account # - 760825030\* The results are: This creditor is currently reporting a zero balance for this account. Please be advised that this account is currently reporting as a single entry on the Equifax credit file. If you have additional questions about this item please contact: **US Bank, 12443 Olive Blvd, Saint Louis MO 63141-6432 Phone: (800) 365-7772**

US Bank PO Box 2188 Oshkosh, WI 54903-2188 (800) 331-4738		Date Opened		High Credit		Credit Limit		Terms Duration		Terms Frequency		Months Rec'd		Activity Dispute		Creditor Classification																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
Account Number	760825030*	Amount Past Due	\$61,475	Date of Last Payment	11/2011	Actual Paymnt Amount	\$0	Scheduled Paymnt Amount	\$0	Date of 1st Delinquency	01/2011	Date of Last Activity	08/2012	Charge Off Amount	\$61,475	Deferred Pay Start Date	08/2012	Balloon Pay Amount	\$0	Balloon Pay Date		Date Closed																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
Status - Charge Off; Type of Account - Mortgage; Type of Loan - Second Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Charged Off Account; Second Mortgage; Fixed Rate;																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
Account History		07/2015	L	06/2015	L	05/2015	L	04/2015	L	03/2015	L	02/2015	L	01/2015	L	12/2014	L	11/2014	L	10/2014	L	09/2014	L	08/2014	L	07/2014	L	06/2014	L	05/2014	L	04/2014	L	03/2014	L	02/2014	L	01/2014	L	12/2013	L	11/2013	L	10/2013	L	09/2013	L	08/2013	L	07/2013	L	06/2013	L	05/2013	L	04/2013	L	03/2013	L	02/2013	L	01/2013	L	12/2012	L	11/2012	L	10/2012	L	09/2012	L	08/2012	L	07/2012	L	06/2012	L	05/2012	L	04/2012	L	03/2012	L	02/2012	L	01/2012	L	12/2011	L	11/2011	L	10/2011	L	09/2011	L	08/2011	L	07/2011	L	06/2011	L	05/2011	L	04/2011	L	03/2011	L	02/2011	L	01/2011	L	12/2010	L	11/2010	L	10/2010	L	09/2010	L	08/2010	L	07/2010	L	06/2010	L	05/2010	L	04/2010	L	03/2010	L	02/2010	L	01/2010	L	12/2009	L	11/2009	L	10/2009	L	09/2009	L	08/2009	L	07/2009	L	06/2009	L	05/2009	L	04/2009	L	03/2009	L	02/2009	L	01/2009	L	12/2008	L	11/2008	L	10/2008	L	09/2008	L	08/2008	L	07/2008	L	06/2008	L	05/2008	L	04/2008	L	03/2008	L	02/2008	L	01/2008	L	12/2007	L	11/2007	L	10/2007	L	09/2007	L	08/2007	L	07/2007	L	06/2007	L	05/2007	L	04/2007	L	03/2007	L	02/2007	L	01/2007	L	12/2006	L	11/2006	L	10/2006	L	09/2006	L	08/2006	L	07/2006	L	06/2006	L	05/2006	L	04/2006	L	03/2006	L	02/2006	L	01/2006	L	12/2005	L	11/2005	L	10/2005	L	09/2005	L	08/2005	L	07/2005	L	06/2005	L	05/2005	L	04/2005	L	03/2005	L	02/2005	L	01/2005	L	12/2004	L	11/2004	L	10/2004	L	09/2004	L	08/2004	L	07/2004	L	06/2004	L	05/2004	L	04/2004	L	03/2004	L	02/2004	L	01/2004	L	12/2003	L	11/2003	L	10/2003	L	09/2003	L	08/2003	L	07/2003	L	06/2003	L	05/2003	L	04/2003	L	03/2003	L	02/2003	L	01/2003	L	12/2002	L	11/2002	L	10/2002	L	09/2002	L	08/2002	L	07/2002	L	06/2002	L	05/2002	L	04/2002	L	03/2002	L	02/2002	L	01/2002	L	12/2001	L	11/2001	L	10/2001	L	09/2001	L	08/2001	L	07/2001	L	06/2001	L	05/2001	L	04/2001	L	03/2001	L	02/2001	L	01/2001	L	12/2000	L	11/2000	L	10/2000	L	09/2000	L	08/2000	L	07/2000	L	06/2000	L	05/2000	L	04/2000	L	03/2000	L	02/2000	L	01/2000	L	12/1999	L	11/1999	L	10/1999	L	09/1999	L	08/1999	L	07/1999	L	06/1999	L	05/1999	L	04/1999	L	03/1999	L	02/1999	L	01/1999	L	12/1998	L	11/1998	L	10/1998	L	09/1998	L	08/1998	L	07/1998	L	06/1998	L	05/1998	L	04/1998	L	03/1998	L	02/1998	L	01/1998	L	12/1997	L	11/1997	L	10/1997	L	09/1997	L	08/1997	L	07/1997	L	06/1997	L	05/1997	L	04/1997	L	03/1997	L	02/1997	L	01/1997	L	12/1996	L	11/1996	L	10/1996	L	09/1996	L	08/1996	L	07/1996	L	06/1996	L	05/1996	L	04/1996	L	03/1996	L	02/1996	L	01/1996	L	12/1995	L	11/1995	L	10/1995	L	09/1995	L	08/1995	L	07/1995	L	06/1995	L	05/1995	L	04/1995	L	03/1995	L	02/1995	L	01/1995	L	12/1994	L	11/1994	L	10/1994	L	09/1994	L	08/1994	L	07/1994	L	06/1994	L	05/1994	L	04/1994	L	03/1994	L	02/1994	L	01/1994	L	12/1993	L	11/1993	L	10/1993	L	09/1993	L	08/1993	L	07/1993	L	06/1993	L	05/1993	L	04/1993	L	03/1993	L	02/1993	L	01/1993	L	12/1992	L	11/1992	L	10/1992	L	09/1992	L	08/1992	L	07/1992	L	06/1992	L	05/1992	L	04/1992	L	03/1992	L	02/1992	L	01/1992	L	12/1991	L	11/1991	L	10/1991	L	09/1991	L	08/1991	L	07/1991	L	06/1991	L	05/1991	L	04/1991	L	03/1991	L	02/1991	L	01/1991	L	12/1990	L	11/1990	L	10/1990	L	09/1990	L	08/1990	L	07/1990	L	06/1990	L	05/1990	L	04/1990	L	03/1990	L	02/1990	L	01/1990	L	12/1989	L	11/1989	L	10/1989	L	09/1989	L	08/1989	L	07/1989	L	06/1989	L	05/1989	L	04/1989	L	03/1989	L	02/1989	L	01/1989	L	12/1988	L	11/1988	L	10/1988	L	09/1988	L	08/1988	L	07/1988	L	06/1988	L	05/1988	L	04/1988	L	03/1988	L	02/1988	L	01/1988	L	12/1987	L	11/1987	L	10/1987	L	09/1987	L	08/1987	L	07/1987	L	06/1987	L	05/1987	L	04/1987	L	03/1987	L	02/1987	L	01/1987	L	12/1986	L	11/1986	L	10/1986	L	09/1986	L	08/1986	L	07/1986	L	06/1986	L	05/1986	L	04/1986	L	03/1986	L	02/1986	L	01/1986	L	12/1985	L	11/1985	L	10/1985	L	09/1985	L	08/1985	L	07/1985	L	06/1985	L	05/1985	L	04/1985	L	03/1985	L	02/1985	L	01/1985	L	12/1984	L	11/1984	L	10/1984	L	09/1984	L	08/1984	L	07/1984	L	06/1984	L	05/1984	L	04/1984	L	03/1984	L	02/1984	L	01/1984	L	12/1983	L	11/1983	L	10/1983	L	09/1983	L	08/1983	L	07/1983	L	06/1983	L	05/1983	L	04/1983	L	03/1983	L	02/1983	L	01/1983	L	12/1982	L	11/1982	L	10/1982	L	09/1982	L	08/1982	L	07/1982	L	06/1982	L	05/1982	L	04/1982	L	03/1982	L	02/1982	L	01/1982	L	12/1981	L	11/1981	L	10/1981	L	09/1981	L	08/1981	L	07/1981	L	06/1981	L	05/1981	L	04/1981	L	03/1981	L	02/1981	L	01/1981	L	12/1980	L	11/1980	L	10/1980	L	09/1980	L	08/1980	L	07/1980	L	06/1980	L	05/1980	L	04/1980	L	03/1980	L	02/1980	L	01/1980	L	12/1979	L	11/1979	L	10/1979	L	09/1979	L	08/1979	L	07/1979	L	06/1979	L	05/1979	L	04/1979	L	03/1979	L	02/1979	L	01/1979	L	12/1978	L	11/1978	L	10/1978	L	09/1978	L	08/1978	L	07/1978	L	06/1978	L	05/1978	L	04/1978	L	03/1978	L	02/1978	L	01/1978	L	12/1977	L	11/1977	L	10/1977	L	09/1977	L	08/1977	L	07/1977	L	06/1977	L	05/1977	L	04/1977	L	03/1977	L	02/1977	L	01/1977	L	12/1976	L	11/1976	L	10/1976	L	09/1976	L	08/1976	L	07/1976	L	06/1976	L	05/1976	L	04/1976	L	03/1976	L	02/1976	L	01/1976	L	12/1975	L	11/1975	L	10/1975	L	09/1975	L	08/1975	L	07/1975	L	06/1975	L	05/1975	L	04/1975	L	03/1975	L	02/1975	L	01/1975	L	12/1974	L	11/1974	L	10/1974	L	09/1974	L	08/1974	L	07/1974	L	06/1974	L	05/1974	L	04/1974	L	03/1974	L	02/1974	L	01/1974	L	12/1973	L	11/1973	L	10/1973	L	09/1973	L	08/1973	L	07/1973	L	06/1973	L	05/1973	L	04/1973	L	03/1973	L	02/1973	L	01/1973	L	12/1972	L	11/1972	L	10/1972	L	09/1972	L	08/1972	L	07/1972	L	06/1972	L	05/1972	L	04/1972	L	03/1972	L	02/1972	L	01/1972	L	12/1971	L	11/1971	L	10/1971	L	09/1971	L	08/1971	L	07/1971	L	06/1971	L	05/1971	L	04/1971	L	03/1971	L	02/1971	L	01/1971	L	12/1970	L	11/1970	L	10/1970	L	09/1970	L	08/1970	L	07/1970	L	06/1970	L	05/1970	L	04/1970	L	03/1970	L	02/1970	L	01/1970	L	12/1969	L	11/1969	L	10/1969	L	09/1969	L	08/1969	L	07/1969	L	06/1969	L	05/1969	L	04/1969	L	03/1969	L	02/1969	L	01/1969	L	12/1968	L	11/1968	L	10/1968	L	09/1968	L	08/1968	L	07/1968	L	06/1968	L	05/1968	L	04/1968	L	03/1968	L	02/1968	L	01/1968	L	12/1967	L	11/1967	L	10/1967	L	09/1967	L	08/1967	L	07/1967	L	06/1967	L	05/1967	L	04/1967	L	03/1967	L	02/1967	L	01/1967	L	12/1966	L	11/1966	L	10/1966	L	09/1966	L	08/1966	L	07/1966	L	06/1966	L	05/1966	L	04/1966	L	03/1966	L	02/1966	L	01/1966	L	12/1965	L	11/1965	L	10/1965	L	09/1965	L	08/1965	L	07/1965	L	06/1965	L	05/1965	L	04/1965	L	03/1965	L	02/1965	L	01/1965	L	12/1964	L	11/1964	L	10/1964	L	09/1964	L	08/1964	L	07/1964	L	06/1964	L	05/1964	L	04/1964	L	03/1964	L	02/1964	L	01/1964	L	12/1963	L	11/1963	L	10/1963	L	09/1963	L	08/1963	L	07/1963	L	06/1963	L	05/1963	L	04/1963	L	03/1963	L	02/1963	L	01/1963	L	12/1962	L	11/1962	L	10/1962	L	09/1962	L	08/1962	L	07/1962	L	06/1962	L	05/1962	L	04/1962	L	03/1962	L	02/1962	L	01/1962	L	12/1961	L	11/1961	L	10/1961	L	09/1961	L	08/1961	L	07/1961	L	06/1961	L	05/1961	L	04/1961	L	03/1961	L	02/1961	L	01/1961	L	12/1960	L	11/1960	L	10/1960	L	09/1960	L	08/1960	L	07/1960	L	06/1960	L	05/1960	L	04/1960	L	03/1960	L	02/1960	L	01/1960	L	12/1959	L	11/1959	L	10/1959	L	09/1959	L	08/1959	L	07/1959	L	06/1959	L	05/1959	L	04/1959	L	03/1959	L	02/1959	L	01/1959	L	12/1958	L	11/1958	L	10/1958	L	09/1958	L	08/1958	L	07/1958	L	06/1958	L	05/1958	L	04/1958	L	03/1958	L	02/1958	L	01/1958	L	12/1957	L	11/1957	L	10/1957	L	09/1957	L	08/1957	L	07/1957	L	06/1957	L	05/1957	L	04/1957	L	03/1957	L	02/1957	L	01/1957	L	12/1956	L

(Continued On Next Page)


>>> We have researched the credit account. Account # -760825030. The results are: This creditor has verified to OUR company that the balance is being reported correctly. Additional information has been provided from the original source regarding this item. Please be advised that this account is currently reporting as a single entry on the Equifax credit file. If you have additional questions about this item please contact: **US Bank, PO Box 2188, OSHKOSH WI 54903-2188 Phone: (800) 331-4738**

US Bank		PO Box 2188 Oshkosh WI 54903-2188		(800) 331-4738		Creditor Classification		
Account Number	760825030*	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Fixed	Activity Designator
Items As of	Balance	Amount	Date of Last Payment	Actual Payment	Scheduled Payment	Date of 1st Delinquency	Charge Off Amount	Deferred Pay Start Date
08/27/2015	\$61,475	\$61,475	11/2011	\$0	\$0	01/2011	08/2012	\$61,475
Status - Charge Off; Type of Account - Mortgage; Type of Loan - Second Mortgage; Whose Account - Joint Account; ADDITIONAL INFORMATION - Charged Off Account; Second Mortgage; Fixed Rate;								
Account History	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014
with Status Codes	L	L	L	L	L	L	L	L
	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013	03/2013
	L	L	L	L	L	L	L	L
	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012
	L	L	L	L	L	L	L	L
	05/2014	04/2014	03/2014	02/2014	01/2014	12/2013	11/2013	10/2013
	L	L	L	L	L	L	L	L
	09/2014	08/2014	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014
	L	L	L	L	L	L	L	L
	01/2015	12/2014	11/2014	10/2014	09/2014	08/2014	07/2014	06/2014
	L	L	L	L	L	L	L	L
	03/2015	02/2015	01/2015	12/2014	11/2014	10/2014	09/2014	08/2014
	L	L	L	L	L	L	L	L
	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014	10/2014
	L	L	L	L	L	L	L	L
	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014
	L	L	L	L	L	L	L	L
	09/2015	08/2015	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015
	L	L	L	L	L	L	L	L
	11/2015	10/2015	09/2015	08/2015	07/2015	06/2015	05/2015	04/2015
	L	L	L	L	L	L	L	L
	01/2016	12/2015	11/2015	10/2015	09/2015	08/2015	07/2015	06/2015
	L	L	L	L	L	L	L	L
	03/2016	02/2016	01/2016	12/2015	11/2015	10/2015	09/2015	08/2015
	L	L	L	L	L	L	L	L
	05/2016	04/2016	03/2016	02/2016	01/2016	12/2015	11/2015	10/2015
	L	L	L	L	L	L	L	L
	07/2016	06/2016	05/2016	04/2016	03/2016	02/2016	01/2016	12/2015
	L	L	L	L	L	L	L	L
	09/2016	08/2016	07/2016	06/2016	05/2016	04/2016	03/2016	02/2016
	L	L	L	L	L	L	L	L
	11/2016	10/2016	09/2016	08/2016	07/2016	06/2016	05/2016	04/2016
	L	L	L	L	L	L	L	L
	01/2017	12/2016	11/2016	10/2016	09/2016	08/2016	07/2016	06/2016
	L	L	L	L	L	L	L	L
	03/2017	02/2017	01/2017	12/2016	11/2016	10/2016	09/2016	08/2016
	L	L	L	L	L	L	L	L
	05/2017	04/2017	03/2017	02/2017	01/2017	12/2016	11/2016	10/2016
	L	L	L	L	L	L	L	L
	07/2017	06/2017	05/2017	04/2017	03/2017	02/2017	01/2017	12/2016
	L	L	L	L	L	L	L	L
	09/2017	08/2017	07/2017	06/2017	05/2017	04/2017	03/2017	02/2017
	L	L	L	L	L	L	L	L
	11/2017	10/2017	09/2017	08/2017	07/2017	06/2017	05/2017	04/2017
	L	L	L	L	L	L	L	L
	01/2018	12/2017	11/2017	10/2017	09/2017	08/2017	07/2017	06/2017
	L	L	L	L	L	L	L	L
	03/2018	02/2018	01/2018	12/2017	11/2017	10/2017	09/2017	08/2017
	L	L	L	L	L	L	L	L
	05/2018	04/2018	03/2018	02/2018	01/2018	12/2017	11/2017	10/2017
	L	L	L	L	L	L	L	L
	07/2018	06/2018	05/2018	04/2018	03/2018	02/2018	01/2018	12/2017
	L	L	L	L	L	L	L	L
	09/2018	08/2018	07/2018	06/2018	05/2018	04/2018	03/2018	02/2018
	L	L	L	L	L	L	L	L
	11/2018	10/2018	09/2018	08/2018	07/2018	06/2018	05/2018	04/2018
	L	L	L	L	L	L	L	L
	01/2019	12/2018	11/2018	10/2018	09/2018	08/2018	07/2018	06/2018
	L	L	L	L	L	L	L	L
	03/2019	02/2019	01/2019	12/2018	11/2018	10/2018	09/2018	08/2018
	L	L	L	L	L	L	L	L
	05/2019	04/2019	03/2019	02/2019	01/2019	12/2018	11/2018	10/2018
	L	L	L	L	L	L	L	L
	07/2019	06/2019	05/2019	04/2019	03/2019	02/2019	01/2019	12/2018
	L	L	L	L	L	L	L	L
	09/2019	08/2019	07/2019	06/2019	05/2019	04/2019	03/2019	02/2019
	L	L	L	L	L	L	L	L
	11/2019	10/2019	09/2019	08/2019	07/2019	06/2019	05/2019	04/2019
	L	L	L	L	L	L	L	L
	01/2020	12/2019	11/2019	10/2019	09/2019	08/2019	07/2019	06/2019
	L	L	L	L	L	L	L	L
	03/2020	02/2020	01/2020	12/2019	11/2019	10/2019	09/2019	08/2019
	L	L	L	L	L	L	L	L
	05/2020	04/2020	03/2020	02/2020	01/2020	12/2019	11/2019	10/2019
	L	L	L	L	L	L	L	L
	07/2020	06/2020	05/2020	04/2020	03/2020	02/2020	01/2020	12/2019
	L	L	L	L	L	L	L	L
	09/2020	08/2020	07/2020	06/2020	05/2020	04/2020	03/2020	02/2020
	L	L	L	L	L	L	L	L
	11/2020	10/2020	09/2020	08/2020	07/2020	06/2020	05/2020	04/2020
	L	L	L	L	L	L	L	L
	01/2021	12/2020	11/2020	10/2020	09/2020	08/2020	07/2020	06/2020
	L	L	L	L	L	L	L	L
	03/2021	02/2021	01/2021	12/2020	11/2020	10/2020	09/2020	08/2020
	L	L	L	L	L	L	L	L
	05/2021	04/2021	03/2021	02/2021	01/2021	12/2020	11/2020	10/2020
	L	L	L	L	L	L	L	L
	07/2021	06/2021	05/2021	04/2021	03/2021	02/2021	01/2021	12/2020
	L	L	L	L	L	L	L	L
	09/2021	08/2021	07/2021	06/2021	05/2021	04/2021	03/2021	02/2021
	L	L	L	L	L	L	L	L
	11/2021	10/2021	09/2021	08/2021	07/2021	06/2021	05/2021	04/2021
	L	L	L	L	L	L	L	L
	01/2022	12/2021	11/2021	10/2021	09/2021	08/2021	07/2021	06/2021
	L	L	L	L	L	L	L	L
	03/2022	02/2022	01/2022	12/2021	11/2021	10/2021	09/2021	08/2021
	L	L	L	L	L	L	L	L
	05/2022	04/2022	03/2022	02/2022	01/2022	12/2021	11/2021	10/2021
	L	L	L	L	L	L	L	L
	07/2022	06/2022	05/2022	04/2022	03/2022	02/2022	01/2022	12/2021
	L	L	L	L	L	L	L	L
	09/2022	08/2022	07/2022	06/2022	05/2022	04/2022	03/2022	02/2022
	L	L	L	L	L	L	L	L
	11/2022	10/2022	09/2022	08/2022	07/2022	06/2022	05/2022	04/2022
	L	L	L	L	L	L	L	L
	01/2023	12/2022	11/2022	10/2022	09/2022	08/2022	07/2022	06/2022
	L	L	L	L	L	L	L	L
	03/2023	02/2023	01/2023	12/2022	11/2022	10/2022	09/2022	08/2022
	L	L	L	L	L	L	L	L
	05/2023	04/2023	03/2023	02/2023	01/2023	12/2022	11/2022	10/2022
	L	L	L	L	L	L	L	L
	07/2023	06/2023	05/2023	04/2023	03/2023	02/2023	01/2023	12/2022
	L	L	L	L	L	L	L	L
	09/2023	08/2023	07/2023	06/2023	05/2023	04/2023	03/2023	02/2023
	L	L	L	L	L	L	L	L
	11/2023	10/2023	09/2023	08/2023	07/2023	06/2023	05/2023	04/2023
	L	L	L	L	L	L	L	L
	01/2024	12/2023	11/2023	10/2023	09/2023	08/2023	07/2023	06/2023
	L	L	L	L	L	L	L	L
	03/2024	02/2024	01/2024	12/2023	11/2023	10/2023	09/2023	08/2023
	L	L	L	L	L	L	L	L
	05/2024	04/2024	03/2024	02/2024	01/2024	12/2023	11/2023	10/2023
	L	L	L	L	L	L	L	L
	07/2024	06/2024	05/2024	04/2024	03/2024	02/2024	01/2024	12/2023
	L	L	L	L	L	L	L	L
	09/2024	08/2024	07/2024	06/2024	05/2024	04/2024	03/2024	02/2024
	L	L	L	L	L	L	L	L
	11/2024	10/2024	09/2024	08/2024	07/2024	06/2024	05/2024	04/2024
	L	L	L	L	L	L	L	L
	01/2025	12/2024	11/2024	10/2024	09/2024	08/2024	07/2024	06/2024
	L	L	L	L	L	L	L	L
	03/2025	02/2025	01/2025	12/2024	11/2024	10/2024	09/2024	08/2024
	L	L	L	L	L	L	L	L
	05/2025	04/2025	03/2025	02/2025	01/2025	12/2024	11/2024	10/2024
	L	L	L	L	L	L	L	L
	07/2025	06/2025	05/2025	04/2025	03/2025	02/2025	01/2025	12/2024
	L	L	L	L	L	L	L	L
	09/2025	08/2025	07/2025	06/2025	05/2025	04/2025	03/2025	02/2025
	L	L	L	L	L	L	L	L
	11/2025	10/2025	09/2025	08/2025	07/2025	06/2025	05/2025	04/2025
	L	L	L	L	L	L	L	L
	01/2026	12/2025	11/2025	10/2025	09/2025	08/2025	07/2025	06/2025
	L	L	L	L	L	L	L	L
	03/2026	02/2026	01/2026	12/2025	11/2025	10/2025	09/2025	08/2025
	L	L	L	L	L	L	L	L
	05/2026	04/2026	03/2026	02/2026	01/2026	12/2025	11/2025	10/2025
	L	L	L	L	L	L	L	L
	07/2026	06/2026	05/2026	04/2026	03/2026	02/2026	01/2026	12/2025
	L	L	L	L	L	L	L	L
	09/2026	08/2026	07/2026	06/2026	05/2026	04/2026	03/2026	02/2026
	L	L	L	L	L	L	L	

# EXHIBIT H

PO BOX 2000  
Chester, PA 19022-2000

08/27/2015

TransUnion 

P4T11C00203221-1023245-012827468

DAVID C. COLBY JR.  
1267 E SHEENA DR  
PHOENIX, AZ 85022-4481

You are invited to participate in a brief survey designed to measure your satisfaction with TransUnion. None of your personal information or your credit information will be collected through this online survey.

We value your feedback!

<http://transunionmail.periscopelq.com>



Our investigation of the dispute you recently submitted is now complete. The results are listed below. If an item you disputed is not in the list of results below, it was either not appearing in your credit file or it already reflected the corrected status at the time of investigation.

If our investigation has not resolved your dispute, you may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you. If you wish to obtain documentation or written verification concerning your accounts, please contact your creditors directly.

If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last six months for any other purpose.

If interested, you may also request a description of how the investigation was conducted along with the business name, address and telephone number of the source of information.

Thank you for helping ensure the accuracy of your credit information.

For frequently asked questions about your credit report, please visit <http://transunion.com/consumerfaqs>.

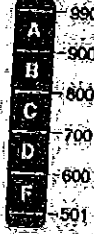

### Investigation Results

ITEM	DESCRIPTION	RESULTS
US BANK PO BOX 2188 OSHKOSH, WI 54903 (800) 331-4738	# 760825030****	NEW INFORMATION BELOW





DAVID C. COLBY JR.

YOUR CREDIT SCORE	YOUR GRADE	YOUR PERCENTILE
Score: <b>Not Purchased</b> (See Below) Grade: Created on: 08/27/2015 Based on your TransUnion credit report, this is a depiction of your creditworthiness.	Unavailable (See Below)  The numerical score ranges from 990 to 501, equaling grade ranges from A to F.	Unavailable (See Below)  Your credit ranks higher than --% of the nation's population.

**Summary**  
 You did not order a TransUnion credit score. You can purchase your credit score for \$9.95 by calling 1-866-SCORE-TU or 1-866-726-7388.

**Important Information:** For your protection, your account numbers have been partially masked, and in some cases scrambled.

**YOUR CREDIT FILE CONTAINS:**

- One or more Adverse Accounts. Adverse information typically remains on your credit file for up to 7 years from the date of the delinquency. To help you understand what is generally considered adverse, we have added brackets or shading to those items in this report.



08/27/2015

**Transunion**

**-Begin Credit Report-**

Typically, conditions of an employment contract are set by the employer, and the employee has no choice in the matter. The employer sets the terms of the contract, and the employee must accept them or not work at all. The employer sets the terms of the contract, and the employee must accept them or not work at all. The employer sets the terms of the contract, and the employee must accept them or not work at all.

**Partial year:**  
Some creditors require a partial year's full payment, even if the amount of the payment is only a portion of the full payment. For example, payments that are due on the 15th of the month may require a full payment by the 15th of the following month. Some creditors may require a full payment by the 15th of the following month, even if the payment is only a portion of the full payment.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	
100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200

US BANK #760825030\*\*\* (PO BOX 2188, OSHKOSH, WI 54903, (800) 331-4738)

Date Opened: 01/08/2008  
Responsibility: Joint Account  
Account Type: Mortgage Account  
Loan Type: SECOND MORTGAGE

Balance:	\$61,475
Date Updated:	08/26/2015
Payment Received:	\$0
Last Payment Made:	11/08/2011
High Balance:	\$63,196
Past Due:	\$61,475

Pay Status: Charged Off  
Terms: \$0 per month, paid Monthly

Remarks: UNPAID BALANCE CHARGED OFF

Estimated month and year that this item will be removed: 11/2018

Estimated month and year that this item will be removed: 11/2018												
	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014	10/2014	09/2014	08/2014
Rating	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5
	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014	01/2014	12/2013	11/2013	10/2013	09/2013	08/2013
Rating	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5
	07/2013	06/2013	05/2013	04/2013	03/2013	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012
Rating	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5	5/5
	07/2012											
Rating	5/5											

US BANK #760825030\*\*\*\* (PO BOX 2188, OSHKOSH, WI 54903; (800) 331-4738)

Date Opened: 01/08/2008  
Responsibility: Joint Account  
Account Type: Mortgage Account  
Loan Type: SECOND MORTGAGE

Balance:	\$61,475
Date Updated:	08/26/2015
Payment Received:	\$0
Last Payment Made:	11/08/2011
High Balance:	\$63,196
Past Due:	\$61,475

Pay Status: Charged Off  
Terms: \$0 per month, paid Monthly for 180 months  
Maximum Delinquency of 120 days in 05/2012

Maximum Delinquency of 120 days in 05/2012

Remarks: UNPAID BALANCE CHARGED OFF

Estimated month and year that this item will be removed: 11/2018

[illegible]

INVESTIGATIVE REPORT

File Number: 343451201 Date Issued: 08/27/2015

- End of Investigation results -

To view a free copy of your full, updated credit file, go to our website [www.transunion.com/fullreport](http://www.transunion.com/fullreport)

- End of Credit Report -

10/27/2015 10:00 AM

## Summary of Rights

## GENERAL SUMMARY OF CONSUMER RIGHTS UNDER THE FCRA

Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment -- or to take another adverse action against you -- must tell you, and must give you the name, address, and phone number of the agency that provided the information.
  - **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security Number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
    - a person has taken adverse action against you because of information in your credit report;
    - you are the victim of identity theft and place a fraud alert in your file;
    - your file contains inaccurate information as a result of fraud;
    - you are on public assistance;
    - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for more additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
  - **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
  - **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
  - **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
  - **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
  - **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
  - **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688 (888-SOFTOUT).
  - **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
  - **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).



States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
2. To the extent not included in item 1 above:	Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	Federal Reserve Consumer Help (FRCH) PO Box 1200 Minneapolis, MN 55480 1-888-851-1920
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and Insured State savings associations	FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590 1-202-366-1306
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center-FCRA Washington, DC 20580 1-877-382-4357

# EXHIBIT I

**TransUnion** 

DIANA L. COLBY

DIANA L. COLBY  
1267 E SHEENA DR  
PHOENIX, AZ 85022-4481

**We value your feedback!**



For frequently asked questions about your credit report, please visit <http://transunion.com/consumerfaqs>.

US BANK  
PO BOX 2188  
OSHKOSH, WI 54903  
(800) 331-4738

#760825030

NEW INFORMATION BELOW  
NEW INFORMATION BELOW

US BANK  
MTG SERV TRAM 32-1  
POB 524  
ST LOUIS, MO 63166  
(800) 872-2657

# 760825030\*\*\*

NEW INFORMATION BELOW

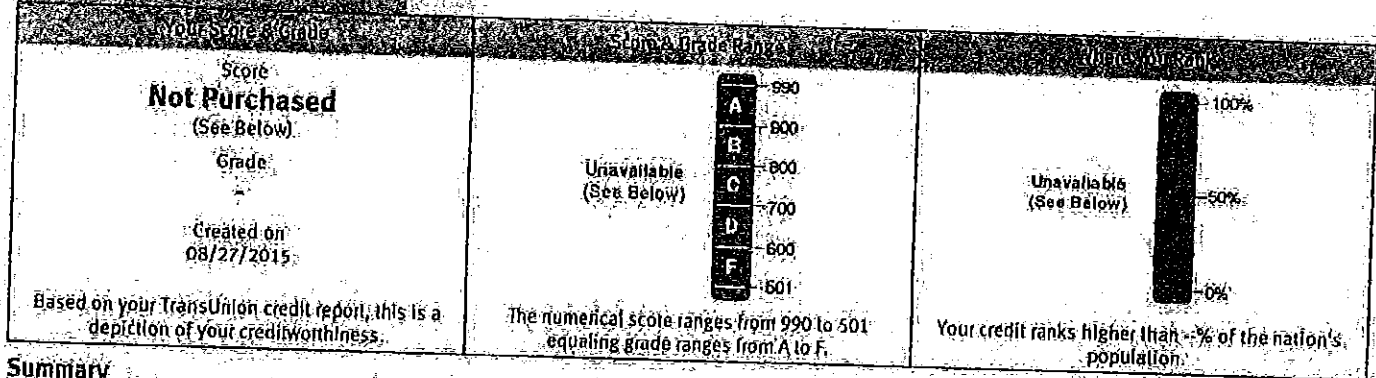




# TransUnion Personal Credit Score

DIANA L. COLBY

YOUR CREDIT REPORT



## Summary

You did not order a TransUnion credit score. You can purchase your credit score for \$9.95 by calling 1-866-SCORE-TU or 1-866-726-7388.

**Important:** To protect your privacy, your TransUnion credit report contains:

- Your SSN has been masked for your protection. You may request disclosure of your full Social Security number by writing to us at the address found at the end of this report.
- For your protection, your account numbers have been partially masked, and in some cases scrambled.

## YOUR CREDIT FILE CONTAINS:

- One or more Adverse Accounts. Adverse information typically remains on your credit file for up to 7 years from the date of the delinquency. To help you understand what is generally considered adverse, we have added brackets or shading to those items in this report.

File Number: 200310122  
Date Issued: 08/27/2015

TransUnion.

**-Begin Credit Report-**

**You have been on our files since 10/01/1981**

**Date of Birth:** 01/26/1961

SSN: XXX-XX-6544

**Names Reported:** DIANA L. COLBY, DIANE LYNN COLBY, and DIANA LYNN LESHER

### Addresses Reported:

Address	Date Reported	Address	Date Reported
1267 E SHEENA DR, PHOENIX, AZ 85022-4481	08/26/2014	14131 W GREENVIEW CIR S, LITCHFIELD PARK, AZ 85340-5022	01/10/2012
5608 W GARDENIA AVE, GLENDALE, AZ 85301-1923	07/01/2005	7391 W PIUTE AVE, GLENDALE, AZ 85308-5638	08/01/2001
803 SW 134TH ST, BURIEN, WA 98146-3140		2167 E SHEENA DR, PHOENIX, AZ 85022-4674	09/14/2014

**Telephone Numbers Reported:**

(623) 451-6736      (623) 242-7711      (480) 293-2123      (623) 934-9072      (623) 362-1340

### Employment Data Reported:

Employer Name	Date Verified	Location	Position	Date Hired
RETIRED	04/30/2011			
COSTCO	08/01/2008	PHOENIX, AZ	AUDIT SUPERVISOR	06/01/1985

[illegible]

## Rating Key

Some readings upon the timelines of your payment arrangements in relation to your agreement with them, including the time to help you to make the payments that may be reported on your credit. Anything that is shaded in grey is not considered relevant. Please note: Some of the details of the arrangements may be subject to your agreement.

<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> X	<input type="checkbox"/> OK	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> H	<input type="checkbox"/> S	<input type="checkbox"/> C	<input type="checkbox"/> W	<input type="checkbox"/> R	<input type="checkbox"/> O	<input type="checkbox"/> A
for republic	uncount	single	daily rate	monthly rate	quarterly rate	congrat	collusion	youngster	remission	short information	

US BANK #760825030\*\*\* (PO BOX 2188, OSHKOSH, WI 54903, (800) 331-4738)

Date Opened:	01/08/2008	Balance:	\$61,475
Responsibility:	Joint Account	Date Updated:	08/26/2015
Account Type:	Mortgage Account	Payment Received:	\$0
Loan Type:	SECOND MORTGAGE	Last Payment Made:	11/08/2011
		High Balance:	\$63,196
		Past Due:	\$61,475

Pay Status: ☒ Charged Off  
Terms: \$0 per month, paid Monthly

Remarks: UNPAID BALANCE CHARGED OFF

**Estimated month and year that this item will be removed: 11/2018**

Estimated month and year that this item will be removed: 11/2018												
	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014	10/2014	09/2014	08/2014
Rating	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014	01/2014	12/2013	11/2013	10/2013	09/2013	08/2013
Rating	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
	07/2013	06/2013	05/2013	04/2013	03/2013	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012
Rating	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
	07/2012											
Rating	2.0											

US BANK #760825030\*\*\* (PO BOX 2188, OSHKOSH, WI 54903, (800) 331-4738)

Date Opened:	01/08/2008	Balance:	\$61,475
Responsibility:	Joint Account	Date Updated:	08/26/2015
Account Type:	Mortgage Account	Payment Received:	\$0
Loan Type:	SECOND MORTGAGE	Last Payment Made:	11/08/2011
		High Balance:	\$63,196
		Past Due:	>\$61,475

Pay Status: ☒ Charged Off  
Terms: \$0 per month, paid Monthly for 1 months  
☒ Maximum Delinquency of 120 days in 05/201

Remarks: UNPAID BALANCE CHARGED OFF

Estimated month and year that this item will be removed: 11/2018

File Number: 338516755 Date Issued: 08/27/2015

	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014	10/2014	09/2014	08/2014
Rating												
	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014	01/2014	12/2013	11/2013	10/2013	09/2013	08/2013
Rating												
	07/2013	06/2013	05/2013	04/2013	03/2013	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012
Rating												
	07/2012	06/2012	05/2012	04/2012	03/2012	02/2012	01/2012	12/2011	11/2011	10/2011	09/2011	08/2011
Rating							OK	OK	OK	OK	OK	OK
	03/2011	02/2011	01/2011	12/2010	11/2010	10/2010	09/2010	08/2010	07/2010	06/2010	05/2010	04/2010
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	11/2009	10/2009	09/2009	08/2009	07/2009	06/2009	05/2009	04/2009	03/2009	02/2009	01/2009	12/2008
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

- End of Investigation results -

To view a free copy of your full, updated credit file, go to our website [www.transunion.com/fullreport](http://www.transunion.com/fullreport).

- End of Credit Report -

2015-12-03 11:53:11 AM



## Summary of Rights

## GENERAL SUMMARY OF CONSUMER RIGHTS UNDER THE FCRA

Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check-writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment -- or to take another adverse action against you -- must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security Number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for more additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688 (888-5OPTOUT).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
2. To the extent not included in item 1. above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	Federal Reserve Consumer Help (FRCH) PO Box 1200 Minneapolis, MN 55480 1-888-851-1920
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and Insured state savings associations	FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590 1-202-366-1306
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center-FCRA Washington, DC 20580 1-877-382-4357

RECEIVED NOV 14 2015

Jacob C. Jones (#029971)  
 SNELL & WILMER L.L.P.  
 One Arizona Center  
 400 E. Van Buren, Suite 1900  
 Phoenix, Arizona 85004-2202  
 Telephone: 602.382.6562  
 Facsimile: 602.382.6070  
 E-Mail: jcjones@swlaw.com  
 Attorneys for Defendant Equifax Inc.

**McDOWELL MOUNTAIN JUSTICE COURT**  
**MARICOPA COUNTY, STATE OF ARIZONA**

DAVID COLBY and DIANA COLBY,

Plaintiffs,

v.

U.S. BANK NATIONAL ASSOCIATION,  
 et al.,

Defendants.

No. CC2015184202

**DEFENDANT EQUIFAX INC.'S  
 ANSWER AND DEFENSES TO  
 PLAINTIFF'S COMPLAINT**

Defendant, Equifax Inc., by Counsel, files its Answer and Defenses to Plaintiffs' Complaint ("Complaint") as follows:

**PRELIMINARY STATEMENT**

In answering the Complaint, Equifax Inc. states that it is responding to allegations on behalf of itself only, even where the allegations pertain to alleged conduct by all Defendants. Equifax Inc. denies any and all allegations in the headings and/or unnumbered paragraphs in the Complaint.

**ANSWER**

In response to the specific allegations in the enumerated paragraphs in the Complaint, Equifax Inc. responds as follows:

1. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1 and, therefore, denies those allegations.

2. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2 and, therefore, denies those allegations.

1           3.       Equifax Inc. is without knowledge or information sufficient to form a belief  
2 as to the truth of the allegations in Paragraph 3 and, therefore, denies those allegations.

3           4.       Equifax Inc. is without knowledge or information sufficient to form a belief  
4 as to the truth of the allegations in Paragraph 4 and, therefore, denies those allegations.

5           5.       Equifax Inc. is without knowledge or information sufficient to form a belief  
6 as to the truth of the allegations in Paragraph 5 and, therefore, denies those allegations.

7           6.       Equifax Inc. denies the allegations in Paragraph 6.

8           7.       Equifax Inc. denies the allegations in Paragraph 7.

9           8.       To the extent that Plaintiff can maintain this action, which Equifax Inc.  
10 denies, Equifax Inc. admits the court has jurisdiction of the case. Equifax Inc. denies the  
11 remaining allegations in Paragraph 8 as they relate to Equifax Inc. Equifax Inc. is without  
12 knowledge or information sufficient to form a belief as to the truth of the remaining  
13 allegations in Paragraph 8 and, therefore, denies those allegations.

14           9.       Equifax Inc. denies the allegations in Paragraph 9 as they relate to Equifax  
15 Inc. Equifax Inc. is without knowledge or information sufficient to form a belief as to the  
16 truth of the remaining allegations in Paragraph 9 and, therefore, denies those allegations.

17           10.      Equifax Inc. is without knowledge or information sufficient to form a belief  
18 as to the truth of the allegations in Paragraph 10 and, therefore, denies those allegations.

19           11.      Equifax Inc. is without knowledge or information sufficient to form a belief  
20 as to the truth of the allegations in Paragraph 11 and, therefore, denies those allegations.

21           12.      Equifax Inc. denies the allegations in Paragraph 12 as they relate to Equifax  
22 Inc. Equifax Inc. is without knowledge or information sufficient to form a belief as to the  
23 truth of the remaining allegations in Paragraph 12 and, therefore, denies those allegations.

24           13.      Equifax Inc. denies the allegations in Paragraph 13 as they relate to Equifax  
25 Inc. Equifax Inc. is without knowledge or information sufficient to form a belief as to the  
26 truth of the remaining allegations in Paragraph 13 and, therefore, denies those allegations.



14. Equifax Inc. denies the allegations in Paragraph 14 as they relate to Equifax Inc. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 14 and, therefore, denies those allegations.

15. Equifax Inc. denies the allegations in Paragraph 15 as they relate to Equifax Inc. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 15 and, therefore, denies those allegations.

16. Equifax Inc. denies the allegations in Paragraph 16 as they relate to Equifax Inc. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 16 and, therefore, denies those allegations.

17. Equifax Inc. denies the allegations in Paragraph 17 as they relate to Equifax Inc. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 17 and, therefore, denies those allegations.

18. Equifax Inc. denies the allegations in Paragraph 18 as they relate to Equifax Inc. Equifax Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 18 and, therefore, denies those allegations.

19. Equifax Inc. denies that the Plaintiffs are entitled to any relief claimed in the Complaint.

20. Any allegation in Plaintiffs' Complaint not heretofore specifically responded to by Equifax Inc. is hereby denied.

## **DEFENSES**

Without assuming the burden of proof where it otherwise rests with Plaintiffs, Equifax Inc. pleads the following defenses to the Complaint:

### **First Defense**

Plaintiffs' Complaint fails to state a claim against Equifax Inc. upon which relief can be granted.

### **Second Defense**

Plaintiffs' damages, if any, were not caused by Equifax Inc., but by another person or entity for whom or for which Equifax Inc. is not responsible.

**Third Defense**

Equifax Information Services LLC, not Equifax Inc., is the consumer reporting agency for Plaintiffs' credit files.

**Fourth Defense**

Equifax Inc. is not a proper party to this action.

**Fifth Defense**

At all relevant times herein, the Plaintiffs' alleged damages, which Equifax Inc. denies exist, were aggravated by the failure of the Plaintiffs to use reasonable diligence to mitigate the same. Therefore, Plaintiffs' recovery, if any, should be barred or decreased by reason of their failure to mitigate alleged losses.

**Sixth Defense**

Plaintiffs cannot meet the requirements of 15 U.S.C. § 1681n in order to recover punitive or statutory damages.

**Seventh Defense**

Equifax Inc. adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in the following cases: *BMW v. Gore*, 517 U.S. 559 (1996); *Cooper Indus., Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 923 (2001); *State Farm v. Campbell*, 538 U.S. 408 (2003), and *Safeco Insurance Co. of America v. Burr*, 551 U.S. 47 (2007).

Equifax Inc. reserves the right to assert additional defenses that it learns through the course of discovery.

**WHEREFORE**, having fully answered or otherwise responded to the allegations contained in Plaintiffs' Complaint, Equifax Inc. prays that:

(1) Plaintiffs' Complaint be dismissed in its entirety and with prejudice, with all costs taxed against Plaintiff;

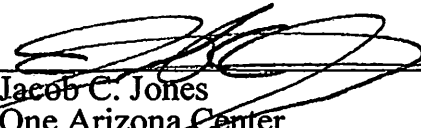
(2) That Equifax Inc. be dismissed as a party to this action;

1 (3) That this lawsuit be deemed frivolous and Equifax Inc. recover from  
2 plaintiffs its expenses of litigation, including but not limited to attorneys' fees pursuant to  
3 15 U.S.C. § 1681n(c) and 15 U.S.C. § 1681o(b); and

4 (4) That Equifax Inc. recover such other and additional relief, as the Court  
5 deems just and appropriate.

6 DATED this 12<sup>th</sup> day of November, 2015.

7 SNELL & WILMER LLP

8  
9 By:   
10 Jacob C. Jones  
11 One Arizona Center  
12 400 E. Van Buren, Suite 1900  
13 Phoenix, Arizona 85004-2202  
14 Attorneys for Plaintiff Equifax Inc.

Snell & Wilmer

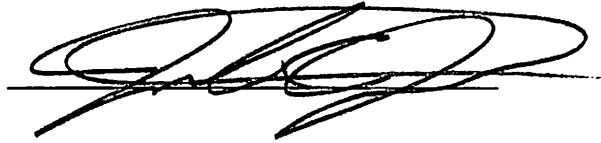
LLP  
LAW OFFICES  
One Arizona Center, 400 E. Van Buren, Suite 1900  
Phoenix, Arizona 85004-2202  
602.382.6000

**CERTIFICATE OF SERVICE**

This is to certify that I have this 12<sup>th</sup> day of November, 2015 filed with the McDowell Mountain Justice Court Defendant Equifax Inc.'s Answer and Defenses to Plaintiff's Complaint and a copy of the foregoing has been served via first class mail to the following counsel of record:

Kevin Fallon McCarthy  
Joon Kee  
McCarthy Law PLC  
4250 North Drinkwater Blvd., Suite 320  
Scottsdale, AZ 85251

Phillip Wooten  
Philip R Wooten PC  
3413 E. Equestrian Trl  
Phoenix, AZ 85044-3403



Snell & Wilmer

LLP  
LAW OFFICES  
One Arizona Center, 400 E. Van Buren, Suite 1900  
Phoenix, Arizona 85004-2202  
602.382.6000

McDOWELL MOUNTAIN  
JUSTICE COURT  
FILED



1           3.     Trans Union is without knowledge or information sufficient to form a  
2 belief as to the truth of the allegations contained in paragraph 3 of the Complaint,  
3 and therefore, denies the same.

4           4.     Trans Union admits that it is a "consumer reporting agency" as  
5 defined by the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §1681a(f). Trans  
6 Union admits that it is a foreign corporation authorized to do business within the  
7 State of Arizona. Trans Union also admits that it maintains a registered agent in  
8 Arizona.

9           5.     Trans Union admits that it is a foreign corporation *authorized to do*  
10 business within the State of Arizona.

11           6.     Trans Union is without knowledge or information sufficient to form a  
12 belief as to the truth of the allegations contained in paragraph 6 of the Complaint,  
13 and therefore, denies the same.

14           7.     Trans Union is without knowledge or information sufficient to form a  
15 belief as to the truth of the allegations contained in paragraph 7 of the Complaint,  
16 and therefore, denies the same.

17           8.     Trans Union is without knowledge or information sufficient to form a  
18 belief as to the truth of the allegations contained in paragraph 8 of the Complaint,  
19 and therefore, denies the same. Trans Union reserves the right to seek removal of  
20 this civil action pursuant to 28 U.S.C. § 1446.

21           9.     Trans Union admits that Plaintiffs are consumers as defined in 15  
22 U.S.C. § 1681 a(c). Trans Union denies the remaining allegations contained in  
23 paragraph 9 of the Complaint. As to the remaining Defendants, Trans Union is  
24 without knowledge or information sufficient to form a belief as to the truth of the  
25 allegations contained in paragraph 9 of the Complaint, and therefore, denies the  
26 same.  
27  
28

1           10. Trans Union is without knowledge or information sufficient to form a  
2 belief as to the truth of the allegations contained in paragraph 10 of the Complaint,  
3 and therefore, denies the same.

4           11. Trans Union is without knowledge or information sufficient to form a  
5 belief as to the truth of the allegations contained in paragraph 11 of the Complaint,  
6 and therefore, denies the same.

7           12. Trans Union denies the allegations contained in paragraph 12 of the  
8 Complaint. As to the remaining Defendants, Trans Union is without knowledge or  
9 information sufficient to form a belief as to the truth of the allegations contained in  
10 paragraph 12 of the Complaint, and therefore, denies the same.

11           13. Trans Union admits that on August 20, 2015, it received  
12 correspondence from Plaintiff, David Colby disputing US Bank account # ...4535.  
13 Trans Union further admits that on August 20, 2015, it received correspondence  
14 from Plaintiff, Diana Colby disputing US Bank account # ...4535. As to the  
15 remaining Defendants, Trans Union is without knowledge or information sufficient  
16 to form a belief as to the truth of the allegations contained in paragraph 13 of the  
17 Complaint, and therefore, denies the same.

18           14. Trans Union denies reporting inaccurate information with regard to  
19 Plaintiffs. As to Defendant U.S. Bank National Association ND, Trans Union is  
20 without knowledge or information sufficient to form a belief as to the truth of the  
21 allegations contained in paragraph 14 of the Complaint, and therefore, denies the  
22 same.

23           15. Trans Union denies the allegations contained in paragraph 15 of the  
24 Complaint. As to the remaining Defendants, Trans Union is without knowledge or  
25 information sufficient to form a belief as to the truth of the allegations contained in  
26 paragraph 15 of the Complaint, and therefore, denies the same.  
27  
28



16. Trans Union denies the allegations contained in paragraph 16 of the Complaint. As to the remaining Defendants, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint, and therefore, denies the same.

17. Trans Union denies the allegations contained in paragraph 17 of the Complaint. As to the remaining Defendants, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint, and therefore, denies the same.

18. Trans Union denies the relief sought by Plaintiffs in paragraph 18 of the Complaint. As to the remaining Defendants, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint, and therefore, denies the same.

Trans Union denies the relief sought in the prayer paragraph of the Complaint, including all subparts.

## DEFENSES

19. Plaintiffs have failed to state a claim against Trans Union upon which relief can be granted.

20. At all relevant times, Trans Union maintained and followed reasonable procedures to avoid violations of the FCRA and assure maximum possible accuracy of the information concerning Plaintiffs in preparing consumer reports related to Plaintiffs.

21. Trans Union alleges that any alleged damages to Plaintiffs, which Trans Union continues to deny, are the result of the acts or omissions of Plaintiffs



1 or others, over whom Trans Union has no control and for whom Trans Union has  
2 no responsibility.

3  
4 22. Trans Union, in compliance with the FCRA, reasonably and  
5 completely reinvestigated and verified, updated, or removed all information  
6 disputed by Plaintiffs.

7  
8 23. Trans Union at all times acted in compliance with the FCRA.

9 24. Plaintiffs failed to mitigate their alleged damages.

10 25. Plaintiffs' claims for exemplary or punitive damages and the FCRA  
11 damage model violate the Due Process and Double Jeopardy Clauses of the Fifth  
12 Amendment, the Excessive Fines Clause of the Eighth Amendment, and the laws  
13 of the State of Arizona.

14  
15 26. Trans Union affirmatively pleads that it is entitled to attorney's fees in  
16 the event that the Court determines that the Plaintiffs have filed an unsuccessful  
17 pleading, motion, or other paper in connection with this action under Section  
18 1681n or 1681o of the FCRA in bad faith or for purposes of harassment.  
19

20  
21 27. Any alleged damages to Plaintiffs, which Trans Union continues to  
22 deny, were caused in whole or in part by an intervening or superseding cause.  
23

24 WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC,  
25 respectfully requests that this Honorable Court deny the relief requested in  
26 Plaintiffs' Complaint, dismiss the action in its entirety, grant Trans Union its costs  
27 of suit and expenses incurred herein, including reasonable attorneys' fees, and for  
28 such other and further relief as the court deems just.

1 DATED this October 29, 2015.

2  
3 **PHILIP R. WOOTEN P.C.**

4 

5 Philip R. Wooten (# 007006)  
6 3413 E. Equestrian Trail  
7 Phoenix, AZ 85044-3403  
8 Telephone: (480) 598-4330  
9 Facsimile: (480) 598-4331  
Email: [Philip.wooten@azbar.org](mailto:Philip.wooten@azbar.org)

10 **COUNSEL FOR DEFENDANT**  
11 **TRANS UNION LLC**  
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**CERTIFICATE OF SERVICE**

I CERTIFY that a true and correct copy of the above and foregoing document has been or will be mailed on the 29<sup>th</sup> day of October, 2015 to the following counsel:

Kevin Fallon McCarthy  
Joon Kee  
4250 North Drinkwater Blvd., Suite 320  
Scottsdale, AZ 85251  
Telephone: (602) 456-8900  
Email: [joon.kee@mccarthylawyer.com](mailto:joon.kee@mccarthylawyer.com)  
**Counsel for Plaintiffs**



---

**PHILIP R. WOOTEN**



## Maricopa County Justice Courts, State of Arizona

## North East Region

## McDowell Mountain Justice Court

18380 N. 40th Street

Phoenix, AZ 85032

(602) 372-7000

<http://justicecourts.maricopa.gov>**RECEIPT**

Transaction #: 5289744  
Date: Oct 29, 2015 at 3:20:26 PM  
Cashier ID: 52166

## CV ANSWER

Type	Case #	Party Name	Balance Due	Payer Name	Amount Paid
Check / 3410	CC2015184202	TRANSUNION	\$0.00	PHILIP WOOTEN	65.00
					<u>\$65.00</u>
				Amount Tendered:	65.00
				Payment:	65.00
				<u>Change Due:</u>	<u>\$0.00</u>

**Maricopa County Justice Courts, Arizona**

McDowell Mountain Justice Court 18380 North 40th Street Ste 130, Phoenix AZ 85032 602-372-7000

DIANA AND DAVID COLBY

CASE NUMBER: CC2015184202 RC

TRANSUNION

2338 W ROYWAL PALM RD STE J  
PHOENIX, AZ 85021

Plaintiff(s) Name / Address / Phone

KEVIN F MCCARTHY  
4250 N DRINKWATER BLVD, STE 320  
SCOTTSDALE, AZ 85251

Defendant(s) Name / Address / Phone

PHILIP WOOTEN  
3413 E EQUESTRAIN TRAIL  
PHOENIX, AZ 85044

Attorney for Plaintiff(s) Name / Address / Phone

Attorney for Defendant(s) Name / Address / Phone

**NOTICE OF MEDIATION CONFERENCE**

JCRC Rule 130

**The mediation hearing is for the purpose of assisting parties in settling their dispute outside the courtroom. Mediators will be present to assist in the settlement discussion. Any agreement entered into will be by consent of all parties.**

A Mediation Conference has been set for:

Date: 01/25/2016Time: 01:30PM

Be in court at least 15 minutes before the scheduled hearing.

YOU MUST CHECK IN AT THE FRONT COUNTER BEFORE ENTERING THE COURT ROOM.

*(Esté en el tribunal por lo menos 15 minutos antes de la audiencia programada.)**(DEBE REGISTRARSE EN EL MOSTRADOR DELANTERO ANTES DE ENTRAR EN LA SALA DEL TRIBUNAL)*

REQUESTS FOR REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES SHOULD BE MADE TO THE COURT AS SOON AS POSSIBLE.

*(LAS SOLICITUDES PARA ARREGLOS O ADAPTACIONES RAZONABLES PARA PERSONAS CON DISCAPACIDADES SE DEBEN PRESENTAR ANTE EL TRIBUNAL LO MAS ANTES POSIBLE.)*

If an interpreter is needed, please contact the court listed above to request an interpreter be provided.

*(En caso de necesitarse un intérprete, favor de comunicarse con el Tribunal antes mencionado para solicitar que se brinden los servicios de un intérprete.)***NOTICE:**

1. If any party fails to appear at the time scheduled for this conference or failure to participate in good faith, a dismissal or a judgment may result, pursuant to Rule 131(a) & 127(d) Justice Court Rules of Civil Procedure (JCRC).
2. Every party must participate in the mediation conference in good faith. A party may appear and participate in person, or a party may participate by telephone with the prior approval of the court by filing a Motion *(Note: court can only grant 1 party in each case to appear by telephone, however Court holds this privilege for attorneys)*
3. If a settlement is reached, the mediator will put the terms of the settlement in writing, and will have the parties sign the agreement as an enforceable contract.
4. If a settlement was not reached because a party failed to participate in good faith, the mediator will inform the court of the manner in which the party failed to show good faith; and the court may order an appropriate penalty provided under Rule 131(a) & 127(d) against that party including a monetary penalty.

I CERTIFY that I delivered / mailed a copy of this document to:

☐ Plaintiff at the above address☒ Plaintiff's attorney☐ Defendant at the above address☒ Defendant's attorneyDate: 11/10/2015By LM

Clerk





## Maricopa County Justice Courts

### INFORMATION ON MEDIATION

The court, acting on its own motion, and in accordance with Rule 130, Justice Court Rules of Civil Procedure, and ARS 22-201 (G); It appearing to the court that this case may likely be able to be resolved through mediation. Mediation is designed as a process in which the parties have the opportunity to talk about the problem that has brought them to court and to find their own solution. The mediation process is, by design, meant to be informal.

Court-appointed mediators will conduct a mediation conference

**(Read very carefully):**

#### 1. CONFIDENTIALITY:

Mediation proceedings shall be held in private. All communications, verbal or written, made in the proceedings shall be confidential and shall not be disclosed unless the parties file a written notice consent and signed by each party and their respective counsel, if any. Since the mediation process often involves compromise and offers of compromise, Rule 408, Rules of Evidence, shall apply to the mediation proceeding.

#### 2. MEDIATION CONFERENCE:

The mediators will conduct conference. Counsel for any party may be present. Counsel for the parties shall be provided an opportunity to confer with the mediators prior to the mediation conference, and may be excluded thereafter where, in the discretion of the mediators, exclusion of counsel is deemed by the mediators to be appropriate or necessary. The mediators shall be entitled to interview any persons having any relation to the controversy when appropriate.

#### 3. MEDIATION REPORT:

If the mediation is successful in resolving any or all issues, such agreement shall be reduced to writing, signed by each party and counsel, if any, submitted to the court for approval. Upon the court entering a written order, the mediation agreement shall be considered binding. In the event that no agreement is reached or the agreement is not signed by both parties and counsel, if any, then such agreement is not binding and the mediation shall be considered unsuccessful. The mediators shall notify the court when the mediation has been concluded.

#### 4. SEALING OF MEDIATION AGREEMENT:

Either or both parties may request, by motion, that the agreement be sealed and maintained as confidential *between the parties*. Upon either party request, the court shall seal the agreement in the court file, to be *unsealed only upon subsequent order of the court*. The sealing of the agreement shall not be interpreted to mean that the entire court file shall also be sealed, unless it has been specifically requested by one or more of the parties and ordered by the court.

#### 5. FAILURE TO APPEAR:

The parties are cautioned that failure to appear at Mediation may result in sanctions for waste of the Court's resources if one or both parties fail to appear at the Mediation Conference. The Mediator shall promptly report the identity of that party having failed to appear and the Court shall then take action. Failure to appear by the Plaintiff(s) may result in a dismissal of the plaintiff's complaint. Failure to appear by the Defendant(s) may result in the issuance of a Default Judgment. To properly cancel the scheduled Mediation Conference, that has been resolved by the parties. The plaintiff shall inform the court, in writing, at least 24 hours prior to the scheduled court date to vacate the Mediation Conference. If the motion is made within less than prescribed 24 hours, the plaintiff must appear in person at the scheduled Mediation Conference in order to cancel the matter and avoid the possibility of being sanctioned.

#### 6. APPEARANCE OF PARTIES:

The court will enforce the requirements of Rule 31(a)(3), Rules of the Supreme Court, relative to the unauthorized practice of law. Power of Attorney does not give a person the right to represent another in a court of law. Any party who is in non-compliance with this rule may be deemed as having failed to appear. An individual may appear and represent himself. A corporation may be represented by a full-time officer of the corporation whose principal duty is not representing the corporation in court. See Rule 31(a)(4)(c), Rules of the Supreme Court. Generally, marital communities, partnerships, limited liability companies, and other entities, must be represented by an attorney.

#### 7. SELF REPRESENTED LITIGANTS:

Litigants who undertake to represent themselves without an attorney are entitled to no more consideration than if the party had been represented by an attorney. Litigants who represent themselves are held to the same standard regarding statutes and rules See Smith vs. Robb, 95 Ariz. 49, 386 P.2d 649 (Ariz 1963).

**8. REQUIRED APPEARANCE BY REAL-PARTY-IN-INTEREST:**

There shall be at least one real-party-in-interest who has full settlement authority to enter into a binding settlement agreement other than the party's attorney. The failure of such a person to appear and participate may be deemed a failure to appear. See rule 131(b) JCRCP. In the alternative, an attorney or other representative is supposed to request the approval of the court in writing, in advance of the mediation date, if they would like to appear alone on behalf of a real-party-in-interest. Their request would indicate that they have the full authority to resolve the issue(s) for the real-party-in-interest."

**9. TELEPHONIC APPEARANCE BY PARTIES:**

Mediation best works with the parties being present, telephonic appearances by parties will not be permitted except where the party resides outside of Maricopa County. Requests for telephonic appearance of a party shall be made by motion filed not later than thirty (30) days prior to the mediation date set. If the court grants the motion for telephonic appearance, the person shall be responsible for telephoning the court at the time set for the mediation and shall incur any and all telephone expenses.

**10. MEDIATION CONFERENCE DATE:**

The court will set the mediation conference after the answer having been filed. It is the intent of this requirement to foster a settlement prior to the expenses of litigation becoming a deterring factor.

**11. CONTINUANCES:**

Because of the heavy caseload volume in this court, requests for continuances are extremely disruptive and time consuming and are, therefore, discouraged. Any party having a prior calendar conflict shall motion within five (5) calendar days of coming into knowledge of the conflict, and not later than thirty (30) days before the date set for mediation shall provide specific detail, and supporting documentation, of the reason necessitating the continuance,

**12. DISCLOSURE STATEMENTS:**

Each party shall be requested to comply with Rule regarding the prompt disclosure of information. The parties shall serve upon each other their initial disclosure statement not later than forty (40) days after the answer having been filed, or when ordered by the Court. Any party failing to timely disclose information required by Rule shall be subject to sanctions as provided at JCRCP.

**13. MOTIONS:**

Any motion or stipulation shall be filed not later than 30 days prior to the mediation date except a stipulation for entry of judgment or dismissal, notice of settlement, or an emergency matter. Any untimely motion will be considered by the court only after the mediation and pretrial conference. The requirements for civil motion practice set forth at Rule 128 Rules JCRCP, shall apply. The Justice Court does not accept motions filed via facsimile. See Rule 120 , JCRCP

**14. NOTICE OF SETTLEMENT:**

It shall be the duty of all parties to give the court prompt notice of the settlement. Delay in giving notice, the court may impose sanctions against counsel or parties to insure future compliance the rule. Any notice of settlement received by the court less than two (2) judicial days prior to the time set for the mediation conference shall be deemed untimely.

**15. DISCOVERY MOTIONS:**

No motion for order compelling disclosure or discovery will be considered or scheduled unless the moving party shall have first complied with Rule 121, JCRCP

**16. GOOD FAITH REQUIRED:**

The parties shall participate in good faith in the mediation process.

**17. SANCTIONS:**

The court may impose any of the sanctions which apply to a settlement conference as set for at, inter alia, Rule 131 JCRCP

**18. PENALTIES:**

The penalties that a court may impose include ordering that certain witnesses or exhibits may not be used at trial; that a particular fact is deemed established; that a pleading or a claim or defense in a pleading be stricken; or that the party be assessed the reasonable attorneys' fees, costs, and expenses of a party who was harmed by inaccurate, untimely, or lack of disclosure or discovery. The court may also impose any other reasonable civil penalty, including a monetary penalty, which is appropriate under the circumstances. JCRCP 131a & 127d

Philip R. Wooten  
Philip R. Wooten PC  
3413 E. Equestrian Trail  
Arizona State Bar No. 007006  
Phoenix, AZ 85044-3403  
Telephone: (480) 598-4330  
Facsimile: (480) 598-4331  
[philip.wooten@azbar.org](mailto:philip.wooten@azbar.org)  
***Counsel for Trans Union LLC***


**McDOWELL MOUNTAIN JUSTICE COURT  
MARICOPA COUNTY, STATE OF ARIZONA  
18380 NORTH 40<sup>TH</sup> STREET, PHOENIX, ARIZONA 85032**

DAVID COLBY AND DIANA	)	Case No. CC2015184202
COLBY,	)	
	)	
Plaintiffs,	)	<b>NOTICE OF SETTLEMENT AS</b>
	)	<b>TO DEFENDANT TRANS</b>
vs.	)	<b>UNION LLC, ONLY</b>
U.S. BANK NATIONAL	)	
ASSOCIATION ND, EQUIFAX INC.,	)	
AND TRANSUNION, LLC,	)	
	)	
Defendants.	)	

Plaintiffs David and Diana Colby ("Plaintiffs") and Defendant Trans Union LLC ("Trans Union") respectfully notify the Court, pursuant to Rule 102(b)(5), JCRCP, that Plaintiffs and Trans Union have settled all claims between them in this matter and are in the process of completing the final settlement agreement and filing appropriate dismissal documents, relating to Trans Union only, and will do so within 30 days of the filing of this Notice.

DATED this 24<sup>th</sup> day of November, 2015.



 [WITH PERMISSION]

Kevin Fallon McCarthy (#011017)

Joon Kee (#028152)

4250 North Drinkwater Blvd., Suite 320

Scottsdale, AZ 85251

Telephone: (602) 456-8900

Email: [joon.kee@mccarthyllawyer.com](mailto:joon.kee@mccarthyllawyer.com)

**COUNSEL FOR PLAINTIFFS**



Philip R. Wooten (# 007006)

3413 E. Equestrian Trail

Phoenix, AZ 85044-3403

Telephone: (480) 598-4330

Facsimile: (480) 598-4331

Email: [Philip.wooten@azbar.org](mailto:Philip.wooten@azbar.org)

**COUNSEL FOR DEFENDANT**

**TRANS UNION LLC**

**CERTIFICATE OF SERVICE**

I CERTIFY that a true and correct copy of the above and foregoing document has been or will be mailed on the 24<sup>th</sup> day of November, 2015 to the following counsel:

Kevin Fallon McCarthy  
Joon Kee  
4250 North Drinkwater Blvd., Suite 320  
Scottsdale, AZ 85251  
Telephone: (602) 456-8900  
Email: [joon.kee@mccarthylawyer.com](mailto:joon.kee@mccarthylawyer.com)  
**Counsel for Plaintiffs**

Jacob C. Jones  
Snell & Wilmer L.L.P.  
One Arizona Center  
400 E. Van Buren, Suite 1900  
Phoenix, AZ 85004-2202  
Telephone: (602) 382-6562  
Facsimile: (602) 382-6070  
Email: [jcjones@swlaw.com](mailto:jcjones@swlaw.com)  
**Counsel for Equifax Inc.**



**PHILIP R. WOOTEN**

Lawgistic Partners AZ, LLC  
14626 N 78th Way, Unit A, Unit A  
Scottsdale, AZ 85260  
(480) 966-2228

In the McDowell Mountain Justice Court of the State of Arizona, In and For the County of Maricopa

DAVID COLBY AND DIANA COLBY,  
Plaintiff(s),  
vs.

Case No. CC2015-184202  
**CERTIFICATE OF SERVICE**

U.S. BANK NATIONAL ASSOCIATION ND, EQUIFAX  
INC., AND TRANSUNION, LLC,  
Defendant(s),

2015 OCT 13 PM 12:28  
MCDOWELL MOUNTAIN  
JUSTICE COURT  
FILED

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) ss.

I, Clayton Gable #7153, the undersigned, certify under penalty of perjury, that I am fully qualified, pursuant to Rule 4(d), Arizona Rules of Civil Procedure, to serve process in this cause.

On 10/02/2015, I received from McCarthy Law PLC, the SUMMONS, NOTICE TO DEFENDANT AND COMPLAINT FOR VIOLATION OF FAIR CREDIT REPORTING/EXHIBIT A-I.

On 10/09/2015 at 9:22 AM, I served the aforementioned documents on TRANSUNION, LLC at S/A: PRENTICE HALL CORP SYSTEM 2338 WEST ROYAL PALM ROAD, SUITE J, PHOENIX, AZ 85021 in the manner set forth below:


Comments: By serving Transunion, LLC., by leaving true copies of the documents with Melody Yoon, front desk clerk, who is authroized to accept service and did accept service on behalf of Prentice-Hall Corp System, Statutory Agent.

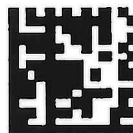
Description: Sex: **Female** Skin: **Medium** Hair: **Black** Age: **30** Height: **Seated**

Military Status: 'N/A'

Under penalty of perjury I declare that I have read the foregoing Certificate of Service and that the facts stated in it are true.

Filing Fee \$96.00  
Service of Process - Standard \$55.00  
**TOTAL: \$151.00**

X  
  
**Clayton Gable #7153**, Affiant  
Certified in the County of **Maricopa**  
Job Number: 367749  
Client File: TRANSUNION  
Printed on 10/09/2015



\*367749\*

Lawgistic Partners AZ, LLC  
14626 N 78th Way, Unit A, Unit A  
Scottsdale, AZ 85260  
(480) 966-2228

In the McDowell Mountain Justice Court of the State of Arizona, In and For the County of Maricopa

DAVID COLBY AND DIANA COLBY,  
Plaintiff(s),  
vs.

Case No. CC2015-184202  
**CERTIFICATE OF SERVICE**

U.S. BANK NATIONAL ASSOCIATION ND, EQUIFAX  
INC., AND TRANSUNION, LLC,  
Defendant(s),

2015 OCT 13 PM 12:23  
MCDOWELL MOUNTAIN  
JUSTICE COURT  
FILED

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) ss.

I, Clayton Gable #7153, the undersigned, certify under penalty of perjury, that I am fully qualified, pursuant to Rule 4(d), Arizona Rules of Civil Procedure, to serve process in this cause.

On 10/02/2015, I received from McCarthy Law PLC, the SUMMONS, NOTICE TO DEFENDANT AND COMPLAINT FOR VIOLATION OF FAIR CREDIT REPORTING/EXHIBIT A-I.

On 10/09/2015 at 9:22 AM, I served the aforementioned documents on EQUIFAX, INC. at S/A: PRENTICE HALL CORP SYSTEM 2338 WEST ROYAL PALM ROAD, SUITE J, PHOENIX, AZ 85021 in the manner set forth below:

Comments: By serving Equifax, Inc., by leaving true copies of the documents with Melody Yoon, front desk clerk, who is authroized to accept service and did accept service on behalf of Prentice-Hall Corp System, Statutory Agent.

Description: Sex: **Female** Skin: **Medium** Hair: **Black** Age: **30** Height: **Seated**

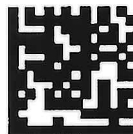
Military Status: 'N/A'

Under penalty of perjury I declare that I have read the foregoing Certificate of Service and that the facts stated in it are true.

Service of Process - Standard \$55.00

**TOTAL: \$55.00**

X  
Clayton Gable #7153, Affiant  
Certified in the County of Maricopa  
Job Number: 367748  
Client File: EQUIFAX  
Printed on 10/09/2015



\*367748\*

Lawgistic Partners AZ, LLC  
14626 N 78th Way, Unit A, Unit A  
Scottsdale, AZ 85260  
(480) 966-2228

In the McDowell Mountain Justice Court of the State of Arizona, In and For the County of Maricopa

DAVID COLBY AND DIANA COLBY,  
Plaintiff(s),

vs.

Case No. CC2015-184202  
CERTIFICATE OF SERVICE

U.S. BANK NATIONAL ASSOCIATION ND, EQUIFAX  
INC., AND TRANSUNION, LLC,  
Defendant(s),

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) ss.

I, Vogl, Patrick, the undersigned, certify under penalty of perjury, that I am fully qualified, pursuant to Rule 4(d), Arizona Rules of Civil Procedure, to serve process in this cause.

On 10/02/2015, I received from McCarthy Law PLC, the SUMMONS, NOTICE TO DEFENDANT AND COMPLAINT FOR VIOLATION OF FAIR CREDIT REPORTING/EXHIBIT A-I.

On 11/03/2015 at 3:01 PM, I served the aforementioned documents on U.S. BANK NATIONAL ASSOCIATION ND at U.S. Bank National Association ND C/O U.S. Bancorp 800 Nicollet Mall, Minneapolis, MN 55402 in the manner set forth below:

Comments: By serving U.S. Bank National Association, ND., by leaving true copies of the documents with Laurie Swansen, agent for legal process, who is authorized to accept service and did accept service on behalf of U.S. Bancorp, at the address indicated above.

Description: Sex: **Female** Skin: **Light** Hair: **Brown** Age: **40's** Height: **5ft 7in**

Military Status: 'N/A'

Under penalty of perjury I declare that I have read the foregoing Certificate of Service and that the facts stated in it are true.

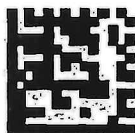
Filing Fee	\$96.00
Service of Process - Standard	\$55.00
Service of Process - Standard	\$80.00
<b>TOTAL:</b>	<b>\$231.00</b>

  
Vogl, Patrick, Affiant

Job Number: 367747

Client File: U.S. BANK

Printed on 11/04/2015



\*367747\*

2015 NOV 10 AM 11:29

McDOWELL MOUNTAIN  
JUSTICE COURT  
FILED





# Maricopa County Justice Courts, Arizona

McDowell Mountain Justice Court 18380 North 40th Street Ste 130, Phoenix AZ 85032 602-372-7000

DIANA AND DAVID COLBY

CASE NUMBER: CC2015184202 RC

TRANSUNION

2338 W ROYWAL PALM RD STE J

PHOENIX, AZ 85021

Plaintiff(s) Name / Address / Phone

KEVIN F MCCARTHY

4250 N DRINKWATER BLVD, STE 320

SCOTTSDALE, AZ 85251

Defendant(s) Name / Address / Phone

PHILIP WOOTEN

3413 E EQUESTRAIN TRAIL

PHOENIX, AZ 85044

Attorney for Plaintiff(s) Name / Address / Phone

Attorney for Defendant(s) Name / Address / Phone

## NOTICE OF MEDIATION CONFERENCE

JCRCP Rule 130

**The mediation hearing is for the purpose of assisting parties in settling their dispute outside the courtroom. Mediators will be present to assist in the settlement discussion. Any agreement entered into will be by consent of all parties.**

A Mediation Conference has been set for:

Date: 01/25/2016 Time: 01:30 PM

Be in court at least 15 minutes before the scheduled hearing.

YOU MUST CHECK IN AT THE FRONT COUNTER BEFORE ENTERING THE COURT ROOM.

*(Esté en el tribunal por lo menos 15 minutos antes de la audiencia programada.)*

*(DEBE REGISTRARSE EN EL MOSTRADOR DELANTERO ANTES DE ENTRAR EN LA SALA DEL TRIBUNAL)*

REQUESTS FOR REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES SHOULD BE MADE TO THE COURT AS SOON AS POSSIBLE.

*(LAS SOLICITUDES PARA ARREGLOS O ADAPTACIONES RAZONABLES PARA PERSONAS CON DISCAPACIDADES SE DEBEN PRESENTAR ANTE EL TRIBUNAL LO MAS ANTES POSIBLE.)*

If an interpreter is needed, please contact the court listed above to request an interpreter be provided.

*(En caso de necesitarse un intérprete, favor de comunicarse con el Tribunal antes mencionado para solicitar que se brinden los servicios de un intérprete.)*

### NOTICE:

1. If any party fails to appear at the time scheduled for this conference or failure to participate in good faith, a dismissal or a judgment may result, pursuant to Rule 131(a) & 127(d) Justice Court Rules of Civil Procedure (JCRCP).
2. Every party must participate in the mediation conference in good faith. A party may appear and participate in person, or a party may participate by telephone with the prior approval of the court by filing a Motion *(Note: court can only grant 1 party in each case to appear by telephone, however Court holds this privilege for attorneys)*
3. If a settlement is reached, the mediator will put the terms of the settlement in writing, and will have the parties sign the agreement as an enforceable contract.
4. If a settlement was not reached because a party failed to participate in good faith, the mediator will inform the court of the manner in which the party failed to show good faith; and the court may order an appropriate penalty provided under Rule 131(a) & 127(d) against that party including a monetary penalty.

I CERTIFY that I delivered / mailed a copy of this document to:

☐ Plaintiff at the above address

☒ Plaintiff's attorney

☐ Defendant at the above address

☒ Defendant's attorney

Date: 11/10/2015

By LM

Clerk



# Maricopa County Justice Courts, Arizona

McDowell Mountain Justice Court 18380 North 40th Street Ste 130, Phoenix AZ 85032 602-372-7000

DIANA AND DAVID COLBY

CASE NUMBER: CC2015184202 RC

EQUIFAX INC

2338 W ROYWAL PALM RD STE J

PHOENIX, AZ 85021

Plaintiff(s) Name / Address / Phone

KEVIN F MCCARTHY

4250 N DRINKWATER BLVD, STE 320

SCOTTSDALE, AZ 85251

Defendant(s) Name / Address / Phone

JACOB C JONES

ONE AZ CENTER 400 E VAN BUREN

PHOENIX, AZ 85004-2202

Attorney for Plaintiff(s) Name / Address / Phone

Attorney for Defendant(s) Name / Address / Phone

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JCRCP Rule 130

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REQUESTS FOR REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES SHOULD BE MADE TO THE COURT AS SOON AS POSSIBLE.

*(LAS SOLICITUDES PARA ARREGLOS O ADAPTACIONES RAZONABLES PARA PERSONAS CON DISCAPACIDADES SE DEBEN PRESENTAR ANTE EL TRIBUNAL LO MAS ANTES POSIBLE.)*

If an interpreter is needed, please contact the court listed above to request an interpreter be provided.

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### NOTICE:

1. If any party fails to appear at the time scheduled for this conference or failure to participate in good faith, a dismissal or a judgment may result, pursuant to Rule 131(a) & 127(d) Justice Court Rules of Civil Procedure (JCRCP).
2. Every party must participate in the mediation conference in good faith. A party may appear and participate in person, or a party may participate by telephone with the prior approval of the court by filing a Motion *(Note: court can only grant 1 party in each case to appear by telephone, however Court holds this privilege for attorneys)*
3. If a settlement is reached, the mediator will put the terms of the settlement in writing, and will have the parties sign the agreement as an enforceable contract.
4. If a settlement was not reached because a party failed to participate in good faith, the mediator will inform the court of the manner in which the party failed to show good faith; and the court may order an appropriate penalty provided under Rule 131(a) & 127(d) against that party including a monetary penalty.

I CERTIFY that I delivered / mailed a copy of this document to:

☐ Plaintiff at the above address

☒ Plaintiff's attorney

☐ Defendant at the above address

☒ Defendant's attorney

Date: 11/25/2015

By LM

Clerk